



## INFRASTRUCTURE CORPORATION OF ANDHRA PRADESH LIMITED

### REQUEST FOR PROPOSAL (RFP)

SELECTION OF ARCHITECTURAL, ENGINEERING AND SERVICE  
DESIGNS CONSULTANT

FOR

DEVELOPMENT OF NRT ICON PROJECT

IN NEW CAPITAL AMARAVATI REGION OF ANDHRA PRADESH

(SEPTEMBER 2017)

(PROPOSAL DUE DATE: 23-10-2017)

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Mode of selection: Quality cum Cost Based Selection (QCBS)

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Vice Chairman and Managing Director,  
Infrastructure Corporation of Andhra Pradesh Limited (INCAP)  
# 10-2-1, 3<sup>rd</sup> Floor, FDC Complex, AC Guards,  
Hyderabad – 500 028, India.  
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This RFP document is meant for exclusive purpose of submitting the proposals and shall not be transferred, reproduced or otherwise used for purposes other than that for which it is specifically issued.



**Infrastructure Corporation of Andhra Pradesh Ltd.**  
(under the control of Energy, Infrastructure & Investment Dept., GoAP)  
# 10-2-1, III Floor, FDC Complex, AC Guards,  
Hyderabad – 500 028, India



## REQUEST FOR PROPOSAL (RFP)

**RFP Notice No. INCAP/P/NRT ICON PROJECT/AESD Consultant/15/2/2017 Dt: 20.09.2017**

Infrastructure Corporation of Andhra Pradesh Ltd. (INCAP) invites Proposals from reputed international/national firms for selection of **Architectural, Engineering and Service Designs Consultant for Development of NRT ICON Project in New Capital Amaravati Region of Andhra Pradesh.**

Interested firms may download the Request for Proposal (RFP) document from the website of INCAP: [www.incap.co.in](http://www.incap.co.in) from **10:00 hours IST on 27.09.2017.**

The last date for submission of the proposals is on or before **15:00 hours IST on 23<sup>rd</sup> October, 2017. (Proposal Due Date).**

All other details including any Proposal Due Date extensions, clarifications, amendments, addenda, corrigenda, etc., will be uploaded only to the website of INCAP and will not be published in Newspapers. Hence, Applicants may regularly visit the website of INCAP to keep themselves updated.

Sd/- **Vice Chairman and Managing Director**

**For further details and queries please contact at Ph: +91-8008759955 and +91 -9000573196 ; and  
by E-mail: [incap@incap.co.in](mailto:incap@incap.co.in)**

**INFRASTRUCTURE CORPORATION OF ANDHRA PRADESH (INCAP)**  
**10-2-1, 3<sup>rd</sup> FLOOR, FDC COMPLEX, AC GUARDS, HYDERABAD – 500028, India,**  
**E-mail: incap@incap.co.in.**

## Selection of Architectural, Engineering and Service Designs (AESD) Consultant for Development of NRT ICON Project at New Capital Amaravati Region, Andhra Pradesh

**RFP Notice No. INCAP/P/NRT ICON PROJECT/AESD Consultant/15/2/2017 Dt: 20-09-2017**

### REQUEST FOR PROPOSAL DOCUMENT – DATA SHEET

1	Name of the consultancy assignment (Refer Clause 1.11.3)	Architectural, Engineering and Service Designs (AESD) Consultancy Services for Development of NRT ICON Project in New Capital Amaravati Region of Andhra Pradesh
2	Last date of receipt of queries (by e-mail only) (Refer Clause 2.10.1)	1700 hrs. IST on 05-10-2017
3	Pre-Proposal Conference (Refer Clause 1.10)	1130 hrs. IST on 05-10-2017
4	Response from the Transaction Advisor to the Queries (Refer Clause 2.10.2)	On or before 1700 hrs. IST on 11-10-2017
5	Last date & time for submission of Proposal (Proposal Due Date) (PDD) (Refer Clause 1.8)	1500 hrs. IST on 23-10-2017
6	Date & time for opening of Technical Proposal (Refer Clause 1.8)	1600 hrs. IST on 23-10-2017 in the board room of Infrastructure Corporation of Andhra Pradesh, #10-2-1, 3 <sup>rd</sup> FLOOR, FDC COMPLEX, AC GUARDS, HYDERABAD – 500028, India.
7	Presentation on Proposed Approach, Methodology (Refer Clause 3.1.3)	During the process of evaluation of the Technical Proposal, the Applicant will be required to make a presentation on its Proposal covering implementation approach & methodology, Key Personnel, relevant experience, etc. The date, time and venue of the presentation will be intimated individually at a later date.
8	Date and Time of opening of Financial Proposal (Refer Clause 1.8)	Will be intimated to technically Qualified Applicant(s) by e-mail.
9	Proposal Processing Fee (Non Refundable)	Rs. 100,000/- (Rupees One Lakh Only) in the form of a Demand Draft issued by one of the Nationalized Banks in

	<i>(Refer Clause 1.4.1)</i>	India in favour of the Vice Chairman and Managing Director, INCAP Ltd., payable at Vijayawada. The Proposal Processing Fee shall remain valid for 80 (Eighty) days after the PDD.
10	Bid Security (Refundable) <i>(Refer Clause 2.20.1)</i>	Rs. 800,000/- (Rupees Eight Lakh Only) in the form of a Demand Draft/Bank Guarantee issued by one of the Nationalized Banks in India in favour of the Vice Chairman and Managing Director, INCAP Ltd., payable at Vijayawada. The Bid Security shall remain valid up to 180 (One Hundred and Eighty) days from the PDD.
11	Validity of Proposal <i>(Refer Clause 1.5)</i>	The Proposal shall be valid for 180 (One Hundred and Eighty) days from the PDD.

**Acknowledgement:**

**This document shall be returned duly signed on each page by the authorized person accepting the terms and conditions.**

It is expressly understood that the party has subscribed to this document with an express understanding that it will use this document only for the sole purpose of participating in the Proposal process for the **Selection of Architectural, Engineering and Service Designs Consultant for Development of NRT ICON Project at New Capital Amaravati Region, Andhra Pradesh** and must not be used for any other purpose. This document must not be passed to any third party except for professional advisers assisting with this proposal submission. The document may not be reproduced or communicated, in whole or in part, and its contents may not be distributed in written or oral form without written permission from the Issuing **Transaction Advisor**.

Sd/- **Vice Chairman & Managing Director**

Signature of the issuing **Transaction Advisor**

Vice Chairman & Managing Director Infrastructure Corporation of Andhra Pradesh Ltd. (INCAP) #10-2-1, 3rd Floor, FDC Complex, AC Guards, Hyderabad – 500028, India.

E-mail: [incap@incap.co.in](mailto:incap@incap.co.in).

Website: [www.incap.co.in](http://www.incap.co.in)

**DISCLAIMER**

The information contained in this Request for Proposal document (“RFP”) or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the **Transaction Advisor/Authority** or any of its employees or advisers, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor an invitation by the **Transaction Advisor/Authority** to the prospective Applicants or any other person. The purpose of this RFP document is to provide interested parties with information that may be useful to them in the formulation of their proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the **Transaction Advisor/Authority** in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the **Transaction Advisor/Authority**, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Applicants is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The **Transaction Advisor/Authority** accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The **Transaction Advisor/Authority**, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

The **Transaction Advisor/Authority** also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon the statements contained in this RFP. The **Transaction Advisor/Authority** may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that the **Transaction Advisor/Authority** is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Consultancy and the Transaction Advisor reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever. The Applicant shall bear all costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the

**Transaction Advisor** or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will be borne by the Applicant and the Transaction Advisor shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or in submission of the Proposal, regardless of the conduct or outcome of the selection process.

## GLOSSARY

AESD	Architectural, Engineering and Service Designs
Agreement	As defined in Schedule-2
Agreement Value	As defined in Clause 6.1.2 of Schedule-2
APNRT Society	As defined in Clause 1.1.1
Applicable Laws	As defined in Schedule-2
Applicant	As defined in Clause 2.1.1
Authority	As defined in Clause 1.1.1
Authorized Signatory	As defined in Clause 2.13.3
Authorized representatives	As defined in Clause 1.10 of Schedule-2
Transaction Advisor	As defined in Clause 1.1. 2
Bid Security	As defined in Clause 2.20.1
Conditions of Eligibility	As defined in Clause 2.2.1
Conflict of Interest	As defined in Clause 2.3.1
Consultancy	As defined in Clause 1.2
Consultant	As defined in Clause 1.2
CRDA	Capital Region Development Authority
CV	Curriculum Vitae
Deliverables	As defined in Schedule-1
Documents	As defined in Clause 2.12
Effective Date	As defined in Clause 2.1 of Schedule-2
Eligible Assignments	As defined in Clause 3.1.4
Financial Proposal	As defined in Clause 2.15.1
Form of Agreement	As defined in Schedule-2
INR., Rs.	Indian Rupee(s)
Key Personnel	As defined in Clause 2.1.4
Lead Member	As defined in Clause 2.1.1
LoA	Letter of Award
Official Website	As defined in Clause 1.11.2
Project	As defined in Clause 1.1.1
Project Site	As defined in Clause 1.1.1
Proposal Due Date or PDD	As defined in Clause 1.5 and 1.8
Provisional Completion Certificate	As defined in Schedule-1
Qualified Applicant	As defined in Clause 3.1.1
Real Estate Project	As defined in Clause 2.2.2
RFP	As defined in Disclaimer
Selected Applicant	As defined in Clause 1.6
Selection Process	As defined in Clause 1.6
Services	As defined in Clause 1.1.1(q) of Schedule-2
Sole Firm	As defined in Clause 2.1.1
Statutory Auditor	An Auditor appointed under Applicable Laws
Team Leader	As defined in Clause 2.1.4
Technical Proposal	As defined in Clause 2.14.1
ToR	As defined in Clause 1.1.3

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein.

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## 1 INTRODUCTION

### 1.1 Background

1.1.1 Formation of the Andhra Pradesh Non Resident Telugu Society<sup>1</sup> (“**APNRT Society**” or the “**Authority**”) is an initiative of the Andhra Pradesh Government as it intends to work towards welfare, growth and empowerment of Non Resident Telugus (NRTs) as much as any other group domiciled within Andhra Pradesh. NRT ICON Project (the “**Project**”) is one of APNRT Society's projects to create premium mixed use space including retail and office spaces which will bring high paying jobs and world class residential space in Amaravati. As a prerequisite to this activity, it is required to prepare a Master Plan, Architectural designs, engineering and service designs, costing, etc. keeping in view the site conditions. Tentatively, an extent of about 4.6 acres of land (subject to change of location) is identified in New Capital Amaravati region of Andhra Pradesh (“**Project Site**” or “**Site**”) for the purpose of this **Project** and it has been estimated that a built up area (BUA) of about **9,36,000 sq.ft.** (Tentative, subject to change) (Refer **Annexure-IV**) could be built as a part of the Project in the new capital Amaravati region of Andhra Pradesh.

1.1.2 The APNRT Society entrusted the Project to Infrastructure Corporation of Andhra Pradesh (“**INCAP**”), (under the control of the Energy, Infrastructure and Investment Department, Government of Andhra Pradesh (the “**Transaction Advisor**”) for providing Transaction Advisory Services for the Project for the selection of Consultants required for the Project including selection of Architectural, Engineering and Service Designs (**AESD**) Consultant for Development of NRT ICON Project at New Capital Amaravati Region of Andhra Pradesh (the “**Consultant**”).

All communications during the bidding process will be carried out by the Transaction Advisor on behalf of the Authority.

#### **The Role of Transaction Advisor is as follows:**

- a. Preparation of RFP document and issue Newspapers advertisement inviting proposals from the interested consultants.
- b. Hold pre-proposal conference, receive queries, respond to queries, issue Corrigenda/Addenda required during the process Receipt of Proposals on Proposal Due Date and undertake Technical and Financial Evaluation of the Proposals received for determining the technically Qualified Applicants. Prepare Evaluation Report of the Proposals received.
- c. Obtaining approval to the Evaluation Report of the Proposals received from the Technical and Tender Committee.
- d. Transaction Advisor will facilitate the Authority to get the proof checking of Architectural and Structural designs from one of the institutions of national importance like IIT Madras/IIT Hyderabad/NIT Warangal/Architecture and Planning Institutes/ accredited specialized agencies.

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<sup>1</sup> Address: 2<sup>nd</sup> Floor, 5-470, Tenali Highway, Mangalagiri, Andhra Pradesh-522503, [Tel:+91-8179157905](tel:+91-8179157905), +91-9000686441, E-mail- [info@apnrt.com](mailto:info@apnrt.com)

- e. Assisting the Authority for issuing the Letter of Award (LoA) and concluding Agreement with the selected Consultant
- f. Process the deliverables to the Technical & Tender Committee for review and approvals.
- g. Convene Technical & Tender Committee meetings for review and approval of deliverables submitted by the Consultant, received by the Authority, forwarded to the Transaction Advisor.

**The Role of Authority is as follows:**

The Role of the Authority commences after approval of the Evaluation Report receipt of Acceptance of Letter of Award by the selected Consultant for this Consultancy:

- a. Issue of Letter of Award (LoA) to the selected Consultant.
- b. Conclude Agreement with the selected Consultant after obtaining confirmation to the Bank Guarantee submitted for Performance Security furnished by the selected Consultant.
- c. Administer the Consultancy Agreement
- d. Receive all Deliverables (in terms of the Consultancy Agreement) from the Consultant and send 2 copies to Transaction Advisor.
- e. The Authority shall carry out the validation and proof checking for all the technical drawings, structural designs submitted by the Consultant from one of the reputed institutions of national importance like IIT Madras/IIT Hyderabad/NIT Warangal or accredited specialized agencies.
- f. Approval of all Deliverables made by the Consultant taking into consideration recommendations of the Transaction Advisor and the Technical and Tender Committee.
- g. Make applicable payments for the approved deliverables as per the Agreement.
- h. Issue work permits/authorization letters/other necessary documents as may be required to the Consultant for implementing the scope of the Consultancy
- i. Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Consultancy
- j. Provide Project Site related and Project related information available with the Authority to the Consultant.
- k. Issue Provisional Completion Certificate/Completion Certificate for the Project, which will be the basis for releasing the final payment to the Consultant.
- l. The Authority shall make payments to the identified Proof checking Institutes/Agencies engaged.

1.1.3 In pursuance of the above, the **Transaction Advisor** has decided to carry out the process for selection of the Consultant based on **Quality cum Cost Based Selection (QCBS)**. The QCBS method is adopted and adequate weightage is given to the required level of expertise from the Applicants. The weightage given to technical and financial scores are in the ratio of **80:20**. The Applicant scoring the highest combined score as per the evaluation process detailed in **Section 3** will be selected for award of Consultancy as per the RFP.

Accordingly, the Transaction Advisor invites proposals from interested international and national firms to select Architectural, Engineering and Service Designs Consultant (the "**Consultant**") for development of NRT ICON Project. The Consultant is expected to undertake

the assignment in accordance with the Terms of Reference (the “**ToR**”) specified at **Schedule-I** (collectively the “**Consultancy**”).

## **1.2 Request for Proposals**

- 1.2.1 The Transaction Advisor invites separate proposals for the Project from interested international and national firms in the form of sealed envelopes containing Technical & Financial Proposals (the “**Proposal**”) for the selection of the Architectural, Engineering and Service Designs Consultant.
- 1.2.2 The Transaction Advisor intends to select the Consultant through QCBS in accordance with the procedure set out herein.

## **1.3 Due diligence by applicants**

Applicants are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by sending queries to the Transaction Advisor (by e-mail only).

## **1.4 Release of RFP document**

The RFP document will be made available in the website of the Transaction Advisor from the date of publication of RFP notification.

### *1.4.1 Proposal Processing Fee*

The Applicant shall furnish, as a part of each Proposal, a non-refundable proposal processing fee (the “**Proposal Processing Fee**”) of **Rs. 100,000/- (Rupees One Lakh only)** in the form of a Demand Draft issued by any of the Nationalized Banks in India in favour of the Vice Chairman and Managing Director, INCAP Ltd., payable at Vijayawada. The Proposal Processing Fee shall have its validity up to **80 (Eighty)** days from the Proposal Due Date (the “**PDD**”).

## **1.5 Validity of the Proposal**

The Proposal shall be valid for a period of not less than **180 (One Hundred and Eighty)** days from the Proposal Due Date (the “**PDD**”).

## **1.6 Brief description of the Selection Process**

The Transaction Advisor has adopted a **2 (Two) stage** selection process (collectively the “**Selection Process**”) in evaluating the proposal comprising technical and financial Proposals to be submitted in **2 (Two)** separate sealed envelopes. In the first stage, a technical evaluation will be carried out as specified in Clause 3.1. Based on this technical evaluation, a list of short-listed Qualified Applicants shall be prepared as specified in Clause 3.2. In the second stage, a financial evaluation will be carried out as specified in Clause 3.3. Proposals will finally be ranked according to their combined technical and financial scores as specified in Clause 3.4. The first ranked Applicant(s) will be invited for negotiations (the “**Selected Applicant**”) while the second ranked Applicant will be kept in “**Reserve**”.

## 1.7 Currency conversion rate and payment

- 1.7.1 For the purposes of evaluation of Proposals, [INR. **60 (Rupees Sixty)**] per US\$ shall be considered as the applicable currency conversion rate. In case of any other currency, the same shall first be converted to US\$ as on the date **28 (Twenty Eight)** days prior to the Proposal Due Date, and the amount so derived in US\$ shall be converted into INR at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.
- 1.7.2 All payments to the Consultant shall be made in INR in accordance with the provisions of this RFP. The Consultant may convert INR into any foreign currency as per Applicable Laws and the exchange risk, if any, shall be borne by the Consultant.

## 1.8 Schedule of Selection Process

The Transaction Advisor would endeavour to adhere to the following schedule:

<i><b>Event Description</b></i>	<i><b>Date &amp; Timings</b></i>
<i>Date of issue of RFP</i>	27-09-2017
<i>Last date for receiving queries/clarifications</i>	1700 hrs. IST on 05-10-2017
<i>Pre-Proposal Conference</i>	1130 hrs. IST on 05-10-2017
<i>Response from the Transaction Advisor to the Queries</i>	On or before 1700 hrs. IST on 11-10-2017
<i>Proposal Due Date or PDD</i>	1500 hrs. IST on 23-10-2017
<i>Opening of Technical Proposals</i>	1600 hrs. IST on 23-10-2017
<i>A Presentation on Proposed Approach and Methodology</i>	The date, time and venue of the presentation will be intimated individually
<i>Opening of Financial Proposal</i>	To be intimated to the technically Qualified Applicant (s)
<i>Letter of Award (LOA)</i>	Within 3 days of finalisation of the Selected Applicant
<i>Acknowledgement of LOA</i>	Within 03 days of issuance of LoA
<i>Signing of Agreement</i>	Within 07 days of issuance of LoA
<i>Validity of Proposals</i>	180 (One Hundred and Eighty) days from PDD

## **1.9 Deleted (Pre-Proposal visit to the Site and inspection of data)**

### **1.10 Pre-Proposal Conference**

The date, time and venue of Pre-Proposal Conference shall be:

**Date:** 05-10-2017 **Time:** 1130 hrs. IST

**Venue:** Board room of Infrastructure Corporation of Andhra Pradesh, #10-2-1, 3<sup>rd</sup> floor, FDC Complex, AC Guards, Hyderabad – 500028, India.

### **1.11 Communications**

- 1.11.1 Submission of Proposal(s) in hard copy in response to this RFP through registered post/speed post/ courier or hand delivered, shall be addressed to:

The Vice Chairman & Managing Director,  
Infrastructure Corporation of Andhra Pradesh,  
#10-2-1, 3rd floor, FDC Complex, AC Guards, Hyderabad – 500028  
Email: [incap@incap.co.in](mailto:incap@incap.co.in)

For any details and queries, please contact through mobile (+91) 8008759955, (+91) 9000573196 or through email: [incap@incap.co.in](mailto:incap@incap.co.in)

The Consultants are advised in their own interest to ensure that completed Proposal(s) reaches the office of Transaction Advisor at the address mentioned well before the date stipulated in the document. Proposals submitted through Speed post/ Registered Post / Courier / Hand delivered will be accepted. Proposals submitted through Telex / Telegraphic / Fax / e-mail will not be considered and summarily rejected.

Proposals received after the date and time stipulated in this RFP will not be considered and shall be summarily rejected.

- 1.11.2 The official website of the Transaction Advisor is: <http://www.incap.co.in>. All details including this RFP document, any Proposal Due Date extensions, clarifications, amendments, addenda, corrigenda, etc., in respect of this notification will be uploaded only to the website of the Transaction Advisor and will not be published in Newspapers.

- 1.11.3 All communications, including the envelopes, shall contain the following text, to be marked at the top in bold letters:

**RFP Notice No. INCAP/P/NRT ICON PROJECT/AESD Consultant/15/2/2017 Dt: 20-09-2017**

**SELECTION OF ARCHITECTURAL, ENGINEERING AND SERVICE DESIGNS  
CONSULTANT FOR DEVELOPMENT OF NRT ICON PROJECT AT NEW CAPITAL  
AMARAVATI REGION OF ANDHRA PRADESH**

## 2 INSTRUCTIONS TO APPLICANTS

### A. GENERAL

#### 2.1 Scope of Proposal

- 2.1.1 Detailed description of the objectives, scope of services, deliverables and other requirements relating to this Consultancy are specified in this RFP. In case an Applicant possesses the requisite experience and capabilities required for undertaking the Consultancy, it may participate in the selection process either individually (the “**Sole Firm**”) or as lead member (the “**Lead Member**”) of a consortium of firms (the “**Consortium**”) in response to this invitation. The Consortium shall have a maximum of **3 (Three) members**. The term applicant (the “**Applicant**”) means the Sole Firm or the Consortium, as the case may be. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP.
- 2.1.2 Applicants are advised that the selection of Consultant shall be on the basis of an evaluation by the Transaction Advisor through the Selection Process specified in this RFP. Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Transaction Advisor’s decisions are without any right of appeal whatsoever.
- 2.1.3 The Applicant shall submit its Proposal in the form and manner specified in this Clause 2.16 of the RFP. The Technical Proposal shall be submitted in the form(s) at **Appendix-I** and the Financial Proposal shall be submitted in the form(s) at **Appendix-II**. Upon selection, the Applicant(s) shall enter into an agreement with the Authority in the form specified in **Schedule-2**.
- 2.1.4 Key Personnel

The “**Consultancy Team**” shall consist of the following Key Personnel (the “**Key Personnel**”) as specified below:

S.No.	Position
1	Chief Architect/Team Leader
2	Senior Architect
3	Structural Engineer
4	Infrastructure Engineer (Public Health Engineer)
5	Civil Engineer
6	Landscape Architect
7	Electrical Engineer
8	Mechanical Engineer
9	Heating Ventilation and Air Conditioning (HVAC)Expert
10	ICT & Safety/Security systems Expert
11	Interior Designer
12	Urban Planner
13	Energy Efficiency and Sustainable Architecture Expert
14	Acoustical Consultant
15	Firefighting Expert

Other experts/support staff as required for this Project may also be proposed by the Applicant. The names with qualification and experience details of all the Key Personnel, and other experts as may be proposed by the Applicant shall be indicated as in Technical Proposal formats in **Appendix I - Form 6**.

## **2.2 Conditions of Eligibility of Applicants**

2.2.1 Applicants must read carefully the minimum conditions of eligibility (the “**Conditions of Eligibility**”) provided herein. Proposals of only those Applicants who satisfy the Conditions of Eligibility will be considered for evaluation.

2.2.2 To be eligible for evaluation of its Proposal, the Applicant shall fulfil the following:

### **(A) Technical Capacity:**

The Applicant (The Sole Firm/Consortium) shall have completed providing Architectural, Structural/Service Designs consultancy for at least 3 (Three) Real Estate<sup>2</sup> projects with a project cost equal to or more than INR. 400 crore each in at least 3 countries excluding India with one of those projects having a minimum height of 90 meters in the past 10 (Ten) years preceding the PDD

(or)

The Applicant (The Sole Firm/Consortium) shall have completed providing Architectural, Structural/Service Designs consultancy for at least 3 (Three) Real Estate projects with a built up area (BUA) equal to or more than 0.6 million sq.ft. each in at least 3 countries excluding India with one of those projects having a minimum height of 90 meters in the past 10 (Ten) years preceding the PDD

(and)

The Applicant shall have minimum 50 technical employees on rolls.

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<sup>2</sup> As per the Real Estate (Regulation and Development) Act, “Real Estate Project” means the development of a building or a building consisting of apartments, or converting an existing building or a part thereof into apartments, or the development of land into plots or apartment, as the case may be, for the purpose of selling all or some of the said apartments or plots or building, as the case may be, and includes the common areas, the development works, all improvements and structures thereon, and all easement, rights and appurtenances belonging thereto. “Apartment” whether called block, chamber, dwelling unit, flat, office, show room, shop, godown, premises, suit, tenement, unit or by any other name, means a separate and self-contained part of any immovable property, including one or more rooms or enclosed spaces, located on one or more floors or any part thereof, in a building or on a plot of land, used or intended to be used for any residential or commercial use such as residence, office, shop showroom or godown or for carrying on any business, occupation, profession or trade or for any other type of use ancillary to the purpose specified.

- (B) **Financial Capacity:** The Applicant shall have an annual turnover of **Rs. 20 crore** (Rupees Twenty Crore Only) or **USD 3.33 million** (United States Dollar Three Million Thirty Three Hundred Thousands Only) from professional fees during each of the **3 (Three)** financial years preceding the Proposal Due Date. For the avoidance of doubt, professional fee hereunder refers to fee received by the Applicant for providing advisory or consultancy services to its clients. In case of a Consortium, the Lead Member shall have at least **40%** of the required Financial Capacity.
- (C) **Availability of Key Personnel:** The Applicant shall offer and make available all Key Personnel meeting the requirements specified in sub-clause (D) below. The **Team Leader, Senior Architect, Structural Engineer, Landscape Architect and Interior Designer shall be permanent employees of the Applicant** as on the Proposal Due Date.
- (D) **Conditions of Eligibility for Key Personnel:** Each of the Key Personnel must fulfil the Conditions of eligibility specified below:

S.No.	Key Personnel - position	Educational Qualification	Length of Professional Experience	Minimum Eligibility
1	Chief Architect/Team Leader	Bachelor of Architecture	25	He/she should have led the team for at least 2 (Two) Eligible Assignments
2	Senior Architect	Bachelor of Architecture, Should be registered with Council of Architecture (India)	15	He/she should have worked as Architect for at least 2 (Two) Eligible Assignments
3	Structural Engineer	Bachelor degree in Civil Engineering, Masters in Structural Engineering	15	He/she should have worked as Structural Engineer for at least 2 (Two) Eligible Assignments
4	Infrastructure Engineer (Public Health Engineer)	Bachelor degree in Civil Engineering, Master's Degree in relevant field	15	He/she should have worked as Infrastructure Engineer for at least 2 (Two) Eligible Assignments.
5	Civil Engineer	Bachelor degree in Civil Engineering	10	He/she should have worked as Civil Engineer for at least 1 (One) Eligible Assignment.
6	Landscape Architect	Bachelor Degree in Architecture with Master's Degree in Landscape Architecture	10	He/she should have worked as Landscape Architect for at least 1 (One) Eligible Assignment
7	Electrical Engineer	Bachelor degree in Electrical Engineering	10	He/she should have worked as Electrical Engineer for at least 1 (One) Eligible Assignment.
8	Mechanical Engineer	Bachelor degree in Mechanical Engineering	10	He/she should have worked as Mechanical Engineer for

S.No.	Key Personnel - position	Educational Qualification	Length of Professional Experience	Minimum Eligibility
				at least 1 (One) Eligible Assignment
9	Heating Ventilation and Air Conditioning (HVAC)Expert	Bachelor degree in Engineering	10	He/she should have worked as HVAC expert for at least 1 (One) Eligible Assignment
10	ICT & Safety/Security systems Expert	Bachelor degree in Engineering	10	He/she should have worked as ICT/Safety/security expert for at least 1 (One) Eligible Assignment
11	Interior Designer	Bachelor Degree in Architecture/Interior Design	10	He/she should have worked as Interior Designer for at least 1 (One) Eligible Assignment
12	Urban Planner*	Masters in Planning	10	He/she should have worked as Urban Planner for at least 1 (One) project related to <b>*City Development Plan/SEZ/SIR/Master Plan.</b>
13	Energy Efficiency and Sustainable Architecture Expert	Bachelor of Architecture	10	He/she should have worked as Energy Efficiency and Sustainable Architect for at least 1 (One) Eligible Assignment
14	Acoustical Consultant	Bachelor degree in (Acoustics/Mechanical Engineering) /M.SC in Physics	10	He/she should have worked as Acoustical Consultant for at least 1 (One) Eligible Assignment
15	Firefighting Expert	Bachelor degree in Engineering (Fire & Safety/ Electrical/Mechanical Engineering)	10	He/she should have worked as Firefighting design expert for at least 1 (One) Eligible Assignment

(E) **Conditions of Eligibility for Firms:** The Sole Firm/one of the Consortium Members shall have a registered office in India. For proof of registration the Applicant needs to necessarily submit a photocopy of the Certificate of Registration, a proof of address and a photocopy of the PAN card issued to them by Income Tax Department, Government of India.

2.2.3 The Applicant shall enclose with its Proposal, certificate(s) from its Statutory Auditors<sup>§</sup> stating its total revenues from professional fees during each of the 3 (Three) financial years preceding the PDD as per format at **Form-5 of Appendix-I**. In the event that the Applicant does not have

<sup>§</sup> No separate annual financial statements should be submitted.

a Statutory Auditor, it shall provide the requisite certificate(s) from the firm of Chartered Accountants that ordinarily audits the annual accounts of the Applicant.

- 2.2.4 The Applicant shall enclose with its Proposal, a Proposal Processing Fee as specified in the Data Sheet and **Clause 1.4.1**
- 2.2.5 The Applicant shall enclose with its Proposal, a Bid Security as specified in the Data Sheet.
- 2.2.6 The Applicant shall submit a Power of Attorney as per the format provided at **Form-4 of Appendix-I**, however, such Power of Attorney would not be required if the Proposal is signed by an authorized partner of the Applicant, in case the Applicant is a partnership firm or Limited Liability Partnership.
- 2.2.7 Any entity which has been barred by any Central Government/any State Government/a statutory authority/a public sector undertaking of India, as the case may be, from participating in any project and the bar subsists as on the date of Proposal, would not be eligible to submit a Proposal either by itself or through its Associate.
- 2.2.8 An Applicant or its Associate should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant or its Associate.
- 2.2.9 While submitting a Proposal, the Applicant shall attach clearly marked and referenced continuation sheets in the event that the space provided in the specified forms (the “**Form**”, the “**Application**”) in the Appendices is insufficient. Alternatively, Applicants may format the specified forms making due provision for incorporation of the requested information.

### 2.3 Conflict of Interest

- 2.3.1 An Applicant shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the “**Conflict of Interest**”). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Transaction Advisor shall forfeit the Bid Security, without prejudice to any other right or remedy that may be available to the Transaction Advisor hereunder or otherwise.
- 2.3.2 The Consultant shall provide professional, objective, and impartial advice and at all times holds the Authority’s/Transaction Advisor’s interests paramount, avoids conflicts with other assignments or its own interests, and acts without any consideration for future work. The Consultant shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Authority/Transaction Advisor.
- 2.3.3 Some guiding principles for identifying and addressing Conflicts of Interest have been illustrated in the Guidance Note at **Schedule-3**. Without limiting the generality of the above, an Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
- a) the Applicant, or its Associate (or any constituent thereof) and any other Applicant or

its Associate (or any constituent thereof), have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5% (Five per cent) of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be) in the other Applicant, its Associate is less than 5 per cent of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this Clause 2.3.3(a), indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “**Subject Person**”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% (Twenty Six per cent) of the subscribed and paid up equity shareholding of such intermediary; or

- b) a constituent of such Applicant is also a constituent of another Applicant; or
- c) such Applicant or its Associate receives or has received any direct or indirect subsidy or grant from any other Applicant or its Associate; or
- d) such Applicant has the same legal representative for purposes of this Proposal as any other Applicant; or
- e) such Applicant has a relationship with another Applicant, directly or through common third parties, that puts them in a position to have access to each other’s information about, or to influence the Proposal of either or each of the other Applicant; or
- f) there is a conflict among this and other consulting assignments of the Applicant (including its Personnel) and any subsidiaries or entities controlled by such Applicant or having common controlling shareholders. The duties of the Consultant will depend on the circumstances of each case. While providing Consultancy services to the Authority for this Consultancy, the Consultant shall not take up any assignment that by its nature will result in conflict with the present assignment; or
- g) a firm which has been engaged by the Transaction Advisor to provide goods or works or services for a project, and its Associates, will be disqualified from providing consulting services for the same project save and except as provided in Clause 2.3.4; conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from

subsequently providing goods or works or services related to the same project; or

- h) the Applicant, its Member or Associate (or any constituent thereof), and the bidder or Concessionaire, if any, for the Project, its contractor(s) or sub-contractor(s) (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5% (Five per cent) of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be,) in the bidder or Concessionaire, if any, or its contractor(s) or sub-contractor(s) is less than 5% (Five per cent) of the paid up and subscribed share capital of such Concessionaire or its contractor(s) or sub-contractor(s); provided further that this disqualification shall not apply to ownership by a bank, insurance company, pension fund or a Public Financial Institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this sub-clause (h), indirect shareholding shall be computed in accordance with the provisions of sub-clause (a) above.

For purposes of this RFP, Associate means, in relation to the Applicant, a person who controls, is controlled by, or is under the common control with such Applicant (the “**Associate**”). As used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.

- 2.3.4 An Applicant eventually appointed to provide Consultancy for this Project, and its Associates, shall be disqualified from subsequently providing goods or works or services related to the construction and operation of the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of **5 (Five) years** from the completion of this assignment or to consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services performed for the Authority in continuation of this Consultancy or to any subsequent consultancy/ advisory services performed for the Authority in accordance with the rules of the Authority. For the avoidance of doubt, an entity affiliated with the Consultant shall include a partner in the Consultant’s firm or a person who holds more than **5% (Five per cent)** of the subscribed and paid up share capital of the Consultant, as the case may be, and any Associate thereof.

## 2.4 Number of Proposals

- 2.4.1 No Applicant shall submit more than one Proposal for the Consultancy. An Applicant shall not be entitled to submit another Proposal either individually or as a member of any consortium, as the case may be.

## 2.5 Cost of Proposal

The Applicants shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiations,

visits to the Authority/Transaction Advisor, if any, etc. The Authority/Transaction Advisor will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

## **2.6 Site visit and verification of information**

To obtain first-hand information about the Consultancy the Applicants may visit the Office of Authority/Transaction Advisor before the submission of their Proposals. Applicants are encouraged to submit their respective Proposals after visiting the Project Site and ascertaining for themselves the site conditions, location, surroundings, climate, access to the site, applicable laws and regulations or any other matter considered relevant by them. Please note that the expenditure incurred towards site visits is not reimbursable.

## **2.7 Acknowledgement by Applicant**

2.7.1 It shall be deemed that by submitting the Proposal, the Applicant has:

- a) made a complete and careful examination of the RFP;
- b) received all relevant information requested from the Transaction Advisor;
- c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Transaction Advisor/Authority or relating to any of the matters referred to in **Clause 2.6** above;
- d) satisfied itself about all matters, things and information, including matters referred to in **Clause 2.6** herein above, necessary and required for submitting an informed Proposal and performance of all of its obligations thereunder;
- e) acknowledged that it does not have a Conflict of Interest; and
- f) agreed to be bound by the undertaking provided by it under and in terms hereof.

2.7.2 The Transaction Advisor shall not be liable for any omission, mistake or error on the part of the Applicant in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Transaction Advisor.

## **2.8 Right to reject any or all Proposals**

2.8.1 Notwithstanding anything contained in this RFP, the Transaction Advisor reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

2.8.2 Without prejudice to the generality of **Clause 2.8.1**, the Transaction Advisor reserves the right to reject any Proposal if:

- a) at any time, a material misrepresentation is made or discovered, or
- b) the Applicant does not provide, within the time specified by the Transaction Advisor, the supplemental information sought by the Transaction Advisor for evaluation of the Proposal.

Misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant. If such disqualification / rejection occurs after the Proposals have been opened and the

highest ranking Applicant gets disqualified/rejected, then the Transaction Advisor reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of the Transaction Advisor, including annulment of the Selection Process.

## **B. DOCUMENTS**

### **2.9 Contents of the RFP**

2.9.1 This RFP comprises the Disclaimer set forth herein above, the contents as listed below and will additionally include any Addendum / Amendment issued in accordance with Clause 2.11:

#### **Request for Proposal**

1. Introduction
2. Instructions to Applicants
3. Criteria for Evaluation
4. Fraud and corrupt practices
5. Pre-Proposal Conference
6. Miscellaneous

#### **Schedules**

Schedule - 1. Terms of Reference

Schedule - 2. Form of Agreement

- Annexure - 1. Terms of Reference
- Annexure - 2. Deleted (Deployment of Key Personnel)
- Annexure - 3. Deleted (Estimate of Personnel Costs)
- Annexure - 4. Deleted (Approved Sub-Consultant(s))
- Annexure - 5. Cost of Services
- Annexure - 6. Payment Schedule
- Annexure - 7. Bank Guarantee for Performance Security

Schedule - 3. Guidance Note on Conflict of Interest

#### **Appendices:**

##### **Appendix-I Technical Proposal**

- Form 1: Letter of Proposal
- Form 2: Particulars of the Applicant
- Form 3: Statement of Legal Capacity
- Form 4: Power of Attorney
- Form 5: Financial Capacity of Applicant
- Form 6: Particulars of Key Personnel
- Form 7: Proposed Methodology and Work Plan
- Form 8: Abstract of Eligible Assignments of Applicant
- Form 9: Abstract of Eligible Assignments of Key Personnel
- Form 10: Eligible Assignments of Applicant
- Form 11: Eligible Assignments of Key Personnel
- Form 12: CV of Key Personnel

- Form 13: Deleted (Deployment of Key Personnel)
- Form 14: Deleted (Survey and Field Investigations)
- Form 15: Deleted (Proposal for Sub-Consultant(s))
- Form 16: Power of Attorney for Lead Member of Consortium

#### **Appendix-II Financial Proposal**

- Form 1: Covering Letter
- Form 2: Financial Proposal
- Form 3: Deleted (Estimate of Personnel Costs)

#### **Appendix-III Comments and Suggestions on the Terms of Reference**

#### **Appendix-IV Draft Conceptual Plan of NRT ICON Project**

### **2.10 Clarifications**

- 2.10.1 Applicants requiring any clarification on the RFP may send their queries by e-mail ([incap@incap.co.in](mailto:incap@incap.co.in)) with a **Subject line – Queries concerning RFP - Selection of Architectural, Engineering and Service Designs Consultant for Development of NRT ICON Project in New Capital Amaravati Region of Andhra Pradesh**; before the time and date mentioned in the Schedule of Selection Process at **Clause 1.8**.
- 2.10.2 The Transaction Advisor reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this **Clause 2.10** shall be construed as obliging the Transaction Advisor to respond to any question or to provide any clarification.

### **2.11 Amendment of RFP**

- 2.11.1 At any time prior to the deadline for submission of Proposal, the Transaction Advisor may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFP document by the issuance of Addendum/Amendment and posting it on the official website ([www.incap.co.in](http://www.incap.co.in)).
- 2.11.2 In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, the Transaction Advisor may, in its sole discretion, extend the Proposal Due Date.

## **C. PREPARATION AND SUBMISSION OF PROPOSAL**

### **2.12 Language**

- 2.12.1 The Proposal with all accompanying documents (the “**Documents**”) and all communications in relation to or concerning the Selection Process shall be in **English** language and strictly in the forms provided in this RFP. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these Documents is in another language, it shall be accompanied by an accurate translation of the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

### **2.13 Format and signing of Proposal**

- 2.13.1 The Applicant shall provide all the information sought under this RFP. The Transaction Advisor

would evaluate only those Proposals that are received in the specified forms and complete in all respects.

2.13.2 The Applicant shall prepare one original set of each Proposal (together with originals/ copies of Documents required to be submitted along therewith pursuant to this RFP) and clearly marked "**ORIGINAL**". In addition, the Applicant shall submit 1 (One) copy of the Proposal, along with Documents, marked "**COPY**". In the event of any discrepancy between the original and its copy, the original shall prevail. Additionally, a soft copy in MS Word and PDF format of the Technical Proposal shall be submitted in a **CD/DVD/Pen drive**. In case of any discrepancy between the soft copy and hard copy, the hard copy shall prevail.

2.13.3 The Proposal and its copy shall be **hard bound/spiralled** documents and the Covering Letter of the Proposal shall be signed by the authorized signatory of the Applicant. All pages of the Original Technical Proposal and Financial Proposal shall be numbered and initialled by the person signing the Proposal. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialled by the person(s) signing the Proposal. The Proposals must be properly signed by the authorized signatory (the "**Authorized Signatory**") as detailed below:

- a) by the proprietor, in case of a proprietary firm; or
- b) by an authorized partner, in case of a partnership firm and/or a limited liability partnership; or
- c) by a duly authorized person holding the Power of Attorney, in case of a Limited Company or a corporation; or
- d) by the Authorised Representative of the Lead Firm, in case of Consortium; and

A copy of the Power of Attorney certified under the hands of an authorised partner or director of the Applicant and notarized by a notary public in the form specified in **Appendix-I (Form-4)** or a Board Resolution authorizing the Signatory shall accompany the Proposal.

Members of the Consortium shall nominate one member as the Lead Member. The nomination(s) shall be supported by a Power of Attorney, notarized by a notary public in the form specified in **Appendix-I (Form- 16)**, signed by all the other members of the Consortium.

2.13.4 Applicants shall note the Proposal Due Date, as specified in **Clause 1.8**, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by the Transaction Advisor, and that evaluation will be carried out only on the basis of Documents received by the closing time of Proposal Due Date as specified in **Clause 2.17.1**. Subsequent to the date of submission any unsolicited material if submitted by the Applicant will be summarily rejected. For the avoidance of doubt, the Transaction Advisor reserves the right to seek clarifications under and in accordance with the provisions of **Clause 2.24**.

## 2.14 Technical Proposal

2.14.1 Applicants shall submit the technical proposal in the formats at **Appendix-I** (the "**Technical Proposal**")

2.14.2 While submitting the Technical Proposal, the Applicant shall, in particular, ensure that it contains:

- a) Registration certificate of the Sole Firm or one of the Consortium Members who has registered office in India;
- b) A copy of Applicant's PAN card of the Sole Firm or one of the Consortium Members who has registered office in India;
- c) Proposal Processing Fee as specified in **Clause 1.4.1**;
- d) Bid Security in **Clause 2.20.1**;
- e) All forms in the prescribed formats and signed by the prescribed signatories;
- f) Power of Attorney is executed as per Applicable Laws if applicable or Board Resolution;
- g) Power of Attorney for Lead Member of Consortium;
- h) CVs of all Key Personnel have been included; Key Personnel have been proposed only if they meet the Conditions of Eligibility laid down at **Clause 2.2.2 (D)** of the RFP; No alternative proposal for any Key Personnel is being made and only one CV for each position has been furnished;
- i) The CVs have been recently signed by the respective Key Personnel. The CVs shall contain an undertaking from the respective Key Personnel about his/her availability for the duration specified in the RFP;
- j) Key Personnel proposed have good working knowledge of English language;
- k) Key Personnel proposed would be available for the Period of Consultancy indicated in the ToR;
- l) Team Leader who has not attained the **age of 75** (Seventy Five) years at the time of submitting the Proposal. Other Key Personnel have not attained the **age of 65** (Sixty Five) years at the time of submitting the Proposal; and
- m) The proposal is responsive in terms of **Clause 2.22.3**.

2.14.3 Failure to comply with the requirements spelt out in this **Clause 2.14** shall make the Proposal liable to be rejected.

2.14.4 If any of the Key Personnel makes a false averment regarding his qualification, experience or other particulars, or his/her commitment regarding availability for the Project is not fulfilled at any stage after signing of the Agreement, he/she shall be liable to be debarred for any future assignment of the Authority for a period of **5 (Five) years**. The award of this Consultancy to the Applicant may also be liable to cancellation in such an event.

2.14.5 The Technical Proposal shall not include any financial information relating to the Financial Proposal.

2.14.6 The proposed team shall be composed of Key Personnel specified in **Clause 2.1.4**. Other competent and experienced personnel in the relevant areas of expertise and support personnel may be added as required for successful completion of this Consultancy. The CV of Key Personnel and additional personnel, if any, shall be submitted in the format at **Form-12 of Appendix-I**.

2.14.7 Deleted (sub-consultant)

2.14.8 The Transaction Advisor reserves the right to verify all statements, information and documents, submitted by the Applicant in response to the RFP. Any such verification or the lack of such verification by the Transaction Advisor to undertake such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Transaction Advisor thereunder.

2.14.9 In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Applicant or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith, if not yet appointed as the Consultant either by issue of the LoA or entering into of the Agreement, and if the Selected Applicant has already been issued the LoA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority without the Authority being liable in any manner whatsoever to the Applicant or Consultant, as the case may be.

In such an event, the Transaction Advisor shall forfeit the Bid Security for inter alia, time, cost and effort of the Transaction Advisor.

## **2.15 Financial Proposal**

2.15.1 Applicants shall submit separate financial proposal in the formats at **Appendix-II** (the **“Financial Proposal”**) clearly indicating the total cost of the Consultancy (**Form-2 of Appendix-II**) in both figures and words, only in **Indian Rupees**, and signed by the Applicant’s Authorized Signatory. In the event of any difference between figures and words, the amount indicated in words shall prevail. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall prevail.

2.15.2 While submitting the Financial Proposal, the Applicant shall ensure the following:

- i. All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the Personnel, accommodation, air fare, equipment, printing of documents, etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
- ii. The Financial Proposal shall take into account all expenses and tax liabilities (except Service Tax/Goods and Services Tax) as per Applicable Laws. For the avoidance of doubt, it is clarified that all taxes (except Service Tax/Goods and Services tax) shall be deemed to be included in the costs shown under different items of the Financial Proposal. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws.
- iii. Costs shall be expressed in **INR**. only.
- iv. The rates quoted in the Financial Proposal shall be firm throughout the period of performance of the assignment up to and including acceptance of the Final

Deliverable by the Transaction Advisor/Authority and discharge of all obligations of the Consultant under the Agreement.

## 2.16 Submission of Proposal

2.16.1 Each Proposal shall be in hard copy form with all pages numbered serially and by giving an index of submissions. Each page of the submission shall be initialled by the Authorized Signatory of the Applicant as per the terms of the RFP. Soft copies of the Technical Proposal in **MS Word or PDF** formats shall also be submitted in a **CD/DVD/Pen Drive**.

2.16.2 The Proposal shall be sealed in an envelope which shall bear the address of the Transaction Advisor, RFP Notice number, Consultancy name as indicated at **Clauses 1.11**, and the name and address of the Applicant. The envelope shall bear on top, the following text:

**“Do not open, except in presence of the Authorized Person of the Transaction Advisor”**

If the envelope is not sealed and marked as instructed above, the Transaction Advisor assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted and consequent losses, if any, suffered by the Applicant.

2.16.3 The Proposal envelope shall contain two separate sealed envelopes; one clearly marked **‘Technical Proposal’** and the other clearly marked **‘Financial Proposal’**. The envelope marked **“Technical Proposal”** shall contain:

- a) Registration certificate of the Sole Firm or one of the Consortium Members who has registered office in India;
- b) A copy of Applicant’s PAN card of the Sole Firm or one of the Consortium Members who has registered office in India;
- c) Letter of Proposal in the prescribed format (**Form-1 of Appendix-I**) along with **Form-2 to Form-16 of Appendix-I** and supporting documents;
- d) Proposal Processing Fee as specified in **Clause 1.4.1**;
- e) Bid Security as specified in **Clause 2.20.1**;
- f) **hard bound/spiralled**:- Original and 1 (One) Copy of the Technical Proposal; and
- g) Soft copy of the Technical Proposal in MS Word or PDF formats in a CD/DVD/Pen Drive.

The envelope marked **“Financial Proposal”** shall contain the Financial Proposal in the prescribed formats (**Forms 1 & 2 of Appendix-II**).

2.16.4 The Technical Proposal and Financial Proposal shall be printed and signed by the Authorized Signatory of the Applicant. All pages of the original Technical Proposal and Financial Proposal must be numbered and initialled by the person signing the Proposal.

2.16.5 The completed Proposal must be delivered on or before the specified time on Proposal Due Date. Proposals submitted by fax, telex, telegram or e-mail shall not be entertained.

2.16.6 The Proposal shall be made in the Forms specified in this RFP. Any attachment to such Forms must be provided on separate sheets of paper and only information that is directly relevant should be provided. This may include photocopies of the relevant pages of printed documents. No separate documents like printed annual statements, company brochures, copy of contracts, etc. will be entertained.

2.16.7 The rates quoted in the Financial Proposal shall be firm throughout the period of performance of the assignment up to and including acceptance of the Final Deliverable by the Transaction Advisor/Authority and discharge of all obligations of the Consultant under the Agreement.

## 2.17 Proposal Due Date

- 2.17.1 Proposal shall be submitted on or before the specified time on Proposal Due Date specified at **Clause 1.8** at the address provided in **Clause 1.11** in the manner and form as detailed in this RFP.
- 2.17.2 In case, the Proposal Due Date is an unscheduled holiday, the Proposal has to be submitted latest by the next working day. The time and venue of submission will remain unchanged. A receipt thereof should be obtained from the person specified therein.
- 2.17.3 The Transaction Advisor may, in its sole discretion, extend the Proposal Due Date by issuing an Addendum in accordance with **Clause 2.11** uniformly for all Applicants. It will be communicated only on the website of Transaction Advisor and will not be published in newspapers.

## 2.18 Late Proposals

Proposals received by the Transaction Advisor after the specified time on Proposal Due Date shall not be eligible for consideration and shall be summarily rejected.

## 2.19 Modification/ substitution/ withdrawal of Proposals

- 2.19.1 The Applicant may modify, substitute, or withdraw its Proposal after submission, provided that written notice of the modification, substitution, or withdrawal is received by the Transaction Advisor prior to Proposal Due Date. No Proposal shall be modified, substituted, or withdrawn by the Applicant after the Proposal Due Date specified at **Clause 1.8**.
- 2.19.2 The modification, substitution, or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with **Clause 2.16**, with the envelopes being additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.
- 2.19.3 Any alteration / modification in the Proposal or additional information or material supplied subsequent to the Proposal Due Date, unless the same has been expressly sought for by the Transaction Advisor, shall be disregarded.

## 2.20 Bid Security

- 2.20.1 The Applicant shall furnish as part of Proposal, a Bid Security of **Rs. 800,000 (Rupees Eight Lakh Only)** in the form of a Demand Draft/Bank Guarantee issued by one of the Nationalized Banks in India in favour of the **Vice Chairman and Managing Director, INCAP Ltd., payable at Vijayawada** (the "**Bid Security**"), returnable not later than 60 (Sixty) days from PDD except in case of the two highest ranked Applicants as required in **Clause 2.25.1**. In the event that the first ranked Applicant commences the assignment as required in **Clause 2.30**, the second ranked Applicant, who has been kept in Reserve, shall be returned its Bid Security forthwith, but in no case not later than 80 (Eighty) days from PDD. The Selected Applicant's Bid Security shall be returned, upon the Applicant signing the Agreement for the Consultancy in accordance with the provisions thereof. The Bid Security shall remain valid up to **180 (One Hundred and Eighty) days** from the PDD.
- 2.20.2 Any Bid not accompanied by the Bid Security shall be rejected by the Transaction Advisor as non-responsive.
- 2.20.3 The Transaction Advisor shall not be liable to pay any interest on the Bid Security and the same shall be interest free.

2.20.4 The Applicant, by submitting its Proposal pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Transaction Advisor's/Authority's any other right or remedy hereunder or in law or otherwise, the Bid Security shall be forfeited for inter alia, the time, cost and effort of the Transaction Advisor in regard to the RFP including the consideration and evaluation of the Proposal under the following conditions:

- a) If an Applicant submits a non-responsive Proposal;
- b) If an Applicant engages in any of the Prohibited Practices specified in **Section 4** of this RFP;
- c) If an Applicant withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Applicant from time to time;
- d) In the case of the Selected Applicant, if the Applicant fails to reconfirm its commitments during negotiations as required vide **Clause 2.25.1**;
- e) In the case of a Selected Applicant, if the Applicant fails to sign the Agreement or commence the Consultancy as specified in **Clauses 2.29** and **2.30** respectively; or
- f) If the Applicant is found to have a Conflict of Interest as specified in **Clause 2.3**.

## 2.21 Performance Security

2.21.1 The Applicant, by submitting its Proposal pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, its Performance Security shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damages payable to the Authority for, *inter alia*, the time, cost and effort of the Authority in regard to the RFP, including the consideration and evaluation of the Proposal, under the following conditions:

- a) If an Applicant engages in any of the Prohibited Practices specified in **Clause 4.1** of this RFP;
- b) if the Applicant is found to have a Conflict of Interest as specified in **Clause 2.3**; and
- c) if the Selected Applicant commits a breach of the Agreement.

2.21.2 An amount equal to **5% (Five per cent)** of the Agreement Value shall be deemed to be the Performance Security for the purposes of this **Clause 2.21**, which may be forfeited and appropriated in accordance with the provisions hereof.

## D. EVALUATION PROCESS

### 2.22 Evaluation of Proposals

2.22.1 The Transaction Advisor shall open the Proposals, at the time and place specified in **Clause 1.8** of invitation for proposal and in the presence of the Applicants who choose to attend. The envelopes marked "**Technical Proposal**" shall be opened first. The envelopes marked "**Financial Proposal**" shall be kept sealed for opening at a later date.

2.22.2 Proposals for which a notice of withdrawal has been submitted in accordance with Clause 2.19 shall not be opened.

2.22.3 Prior to evaluation of Proposals, the Transaction Advisor will determine whether each

Proposal is responsive to the requirements of the RFP. The Transaction Advisor may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal shall be considered responsive only if:

- a) the Technical Proposal is received in the forms specified at **Appendix-I**;
- b) it is received by the Proposal Due Date including any extension thereof pursuant to **Clause 2.17**;
- c) it is accompanied by the Bid Security as specified in **Clause 2.20.1**;
- d) it is accompanied by the Proposal Processing Fee as specified in **Clause 1.4.1**;
- e) it is signed, sealed, **hard bound/spiralled documents** and marked as stipulated in **Clauses 2.13** and **2.16**;
- f) it is accompanied by the Power of Attorney or Board Resolution as specified in **Clause 2.13**;
- g) it is accompanied by the Power of Attorney for Lead Member of Consortium as specified in **Clause 2.13**;
- h) it does not contain any condition or qualification;
- i) it contains all the information (complete in all respects) as requested in the RFP;
- j) it does not contain any condition or qualification; and
- k) it is not non-responsive in terms hereof.

2.22.4 The Transaction Advisor reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Transaction Advisor in respect of such Proposals.

2.22.5 A **Technical and Tender Committee (TTC)** has been appointed by the Transaction Advisor. The Applicant shall make a presentation of their credentials and the proposed methodology for conducting the study, before the **Technical and Tender Committee**. The date, time & venue of the presentation will be intimated separately. The Technical and Tender Committee will approve the evaluation report prepared after evaluation of the Proposals on the basis of their responsiveness to the Terms of Reference, applying the Evaluation Criteria, sub-criteria and in accordance with the Selection Process specified at **Clause 1.6** and the criteria set out in **Section 3** of this RFP.

2.22.6 After the **Technical Evaluation** is completed, the Transaction Advisor will notify (by e-mail) those Applicants whose Proposals received qualifying marks or were considered for Financial Evaluation. The Financial Proposal of non-responsive proposals or those not meeting the Technical Evaluation Criteria will be returned unopened (along with Bid Security) after completing the Selection Process. The Transaction Advisor, by e-mail, will notify the Applicant that have secured the minimum qualifying marks, the date, time and location for opening the Financial Proposals. Applicants' attendance at the opening of Financial Proposals is optional. After the Technical Evaluation, the Transaction Advisor shall prepare a list of Applicants in terms of **Clause 3.2** for opening of their Financial Proposals. The Transaction Advisor will not entertain any query or clarification from Applicants who fail to qualify at any stage of the

Selection Process. The **Financial Evaluation** and final ranking of the Proposals shall be carried out in terms of **Clauses 3.3** and **3.4**.

- 2.22.7 Applicants are advised that Selection will be entirely at the discretion of the Transaction Advisor. Applicants shall be deemed to have understood and agreed that the Transaction Advisor shall not be required to provide any explanation or justification in respect of any aspect of Selection Process or Selection.
- 2.22.8 Any information contained in the Proposal shall not in any way be construed as binding on the Transaction Advisor/Authority, its agents, successors or assigns, but shall be binding against the Applicant if the Consultancy is subsequently awarded to it.
- 2.22.9 Aside of the conditions that are specified in the RFP, the Transaction Advisor would consider as part of Selection Process of the Consultant, quality of the services offered by the Applicant, the ability to deliver the services as per **Schedule-1** past experience of the Applicant, the time which will be taken to deliver the services, etc.

## 2.23 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Applicants shall not be disclosed to any person who is not officially concerned with the Selection Process or is not a retained professional adviser advising the Authority/ Transaction Advisor in relation to matters arising out of, or concerning the Selection Process. The Authority/ Transaction Advisor will treat all information, submitted as part of the Proposal, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority/ Transaction Advisor may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or the Authority/ Transaction Advisor or as may be required by law or in connection with any legal process.

## 2.24 Clarifications

- 2.24.1 To facilitate evaluation of Proposals, the Transaction Advisor may, at its sole discretion, seek clarifications from any Applicant regarding its Proposal. Such clarification(s) shall be provided within the time and manner specified by the Transaction Advisor for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
- 2.24.2 If an Applicant does not provide clarifications sought under **Clause 2.24.1** above within the specified time and manner, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Transaction Advisor may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the Transaction Advisor.

## E. APPOINTMENT OF CONSULTANT

### 2.25 Negotiations

- 2.25.1 The Selected Applicant may, if necessary, be invited for negotiations. The negotiations shall

generally not be for reducing the price of the Proposal, but will be for re-confirming the obligations of the Consultant under this RFP. Issues such as deployment of Key Personnel, understanding of the RFP, methodology and quality of the work plan shall be discussed during negotiations. In case the Selected Applicant fails to reconfirm its commitment, the Transaction Advisor reserves the right to designate the Applicant in Reserve as the Selected Applicant and invite it for negotiations.

2.25.2 The Transaction Advisor will examine the CVs of all Key Personnel and those not found suitable shall have to be replaced by the Applicant to the satisfaction of the Transaction Advisor.

2.25.3 Deleted (sub-consultant)

## 2.26 Substitution of Key Personnel

2.26.1 The Authority/ Transaction Advisor will not normally consider any request of the Selected Applicant for substitution of Key Personnel as the ranking of the Applicant is based on the evaluation of Key Personnel and any change therein may upset the ranking. Substitution will, however, be permitted if any of the Key Personnel is not available for reasons of any incapacity or due to health, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority.

2.26.2 The Authority expects all the Key Personnel to be available during implementation of the Agreement. The Authority will not consider any substitution of Key Personnel except under compelling circumstances beyond the control of the Consultant and the concerned Key Personnel. Such substitution shall be limited to not more than **4 (Four) Key Personnel** subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. Without prejudice to the foregoing, substitution of Key Personnel shall be permitted only upon reduction of payment equal to **0.5% of the Agreement Value** for every such substitution. Any further substitution may lead to disqualification of the Applicant or termination of the Agreement.

2.26.3 Substitution of the **Team Leader** will not normally be consider during the implementation of the Agreement and may lead to disqualification of the Applicant or termination of the Agreement.

## 2.27 Indemnity

The Consultant shall, subject to the provisions of the Agreement, indemnify the Authority for an amount not exceeding **1 (One) time the value of the Agreement** for any direct loss or damage that is caused due to any deficiency in services.

## 2.28 Award of Consultancy

After selection, a Letter of Award (the “**LoA**”) shall be issued, in duplicate, by the **Authority** to the Selected Applicant and the Selected Applicant shall, within 3 (Three) days of the receipt of the LoA, sign and return the duplicate copy of the LoA in acknowledgement thereof. In the event the duplicate copy of the LoA duly signed by the Selected Applicant is not received by the stipulated date, the **Authority** may, unless it consents to extension of time for submission thereof, forfeit the Bid Security of such Applicant on account of failure of the Selected

Applicant to acknowledge the LoA, and the Applicant in Reserve may be considered.

### **2.29 Execution of Agreement**

After acknowledgement of the LoA as aforesaid by the Selected Applicant, it shall execute the Agreement within a period of 7 (Seven) days.

### **2.30 Commencement of assignment**

The Consultant shall commence the Services within 7 (Seven) days of the signing of the Agreement, or such other date as may be mutually agreed duly intimating the same to the Authority. If the Selected Applicant fails to either sign the Agreement as specified in **Clause 2.29** or commence the Consultancy as specified herein, the Transaction Advisor may invite the next highest ranked Applicant for negotiations. In such an event, the Bid Security of the Selected Applicant shall be forfeited in accordance with the provisions of **Clause 2.20.4**.

### **2.31 Proprietary data**

Subject to the provisions of **Clause 2.23**, all documents and other information provided by the Transaction Advisor/Authority or submitted by an Applicant to the Transaction Advisor/Authority shall remain or become the property of the Authority. Applicants and the Consultant, as the case may be, are to treat all information as strictly confidential. The Transaction Advisor/Authority will not return any Proposal or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Consultant to the Transaction Advisor/Authority in relation to the Consultancy shall be the property of the Transaction Advisor/Authority.

### 3 CRITERIA FOR EVALUATION

#### 3.1 Evaluation of Technical Proposals

3.1.1 In the first stage, the Technical Proposal will be evaluated on the basis of Applicant's experience, its understanding of ToR, proposed methodology and work plan, and the experience of Key Personnel (the "Technical Evaluation"). Only those Applicants whose Technical Proposals get a score of **70 marks** or more out of 100 shall qualify (the "Qualified Applicant") for further consideration, and shall be ranked from highest to the lowest on the basis of their technical score ( $S_T$ ).

3.1.2 Deleted (rejection of proposal based on scoring of personnel)

3.1.3 The scoring criteria to be used for evaluation shall be as follows:

Item Code	Parameter	Max. Marks	Criteria
1	Relevant experience of the Applicant	40	<p><b>Comprehensive Architectural (Architectural, Engineering/Service) Design consulting project</b></p> <p>A Real Estate project having <b>BUA ranging from 0.6 million sq.ft. to &lt; 1.2 million sq.ft.</b> - 5 marks</p> <p>A Real Estate project having <b>BUA more than 1.2 million sq.ft. BUA.</b> - 10 marks</p> <p>The projects should have been completed by the Applicant in the last 10 (ten) years preceding the PDD.</p>
2	Proposed Approach, Methodology	20 (16+4*)	<p>Evaluation will be done based on the Applicant's understanding of the Terms of Reference, proposed approach and methodology (Based on presentation)**</p> <p>* Focus on adoption of green technology</p> <p>**During the process of evaluation of the Technical Proposal, the Applicant will be required to make a presentation on its Proposal covering implementation approach &amp; methodology, Key Personnel, relevant experience, etc. The date and time of the presentation will be intimated individually at a later date.</p>
3	Relevant Experience of the Key Personnel	40	Discussed in the table below
	<b>Grand Total</b>	<b>100</b>	

Relevant Experience of the Key Personnel – break up of **40 marks**

S.No.	Position	Maximum marks	Scoring Criteria
3 (a)	Chief Architect cum Team Leader	10	20% of assigned marks shall be awarded for each Eligible Assignment
3 (b)	Senior Architect	5	20% of assigned marks shall be awarded for each Eligible Assignment
3 (c)	Structural Engineer	5	20% of assigned marks shall be awarded for each Eligible Assignment
3 (d)	Infrastructure Engineer (Public Health Engineer)	5	20% of assigned marks shall be awarded for each Eligible Assignment
3 (e)	Civil Engineer	2	25% of assigned marks shall be awarded for each Eligible Assignment
3 (f)	Landscape Architect	2	25% of assigned marks shall be awarded for each Eligible Assignment
3 (g)	Electrical Engineer	2	25% of assigned marks shall be awarded for each Eligible Assignment
3 (h)	Mechanical Engineer	2	25% of assigned marks shall be awarded for each Eligible Assignment
3 (i)	HVAC* Expert	1	50% of assigned marks shall be awarded for each Eligible Assignment
3 (j)	ICT & Safety/Security systems Expert	1	50% of assigned marks shall be awarded for each Eligible Assignment
3 (k)	Interior Designer	1	50% of assigned marks shall be awarded for each Eligible Assignment
3 (l)	Urban Planner*	1	50% of assigned marks shall be awarded for each assignment ( <b>*City Development Plan/SEZ/SIR/Master Plan.</b> )
3 (m)	Energy Efficiency and Sustainable Architecture Expert	1	50% of assigned marks shall be awarded for each Eligible Assignment
3 (n)	Acoustical Consultant	1	50% of assigned marks shall be awarded for each Eligible Assignment
3 (o)	Firefighting Expert	1	50% of assigned marks shall be awarded for each Eligible Assignment
<b>Total</b>		<b>40</b>	

#### 3.1.4 Eligible Assignments for Key Personnel

For the purposes of determining Conditions of Eligibility and for evaluating the Key Personnel under this RFP, the following shall be considered:

***A Comprehensive Architectural Design Consultancy project for a Real Estate project with BUA of at least 0.6 million sq. ft. (the "Eligible Assignment")***

(or)

***A Comprehensive Architectural Design Consultancy project with for a Real Estate project with project cost more than INR. 400 crore (the "Eligible Assignment")***

Provided that the Applicant claiming credit for an Eligible Assignment shall have completed such assignment, prior to PDD, and where credit is being claimed by a Key Personnel, she/he should have completed the relevant assignment prior to PDD.

### 3.2 Short-listing of Applicants

All the Applicants ranked as aforesaid, shall be short-listed for financial evaluation in the second stage. However, if the number of such Qualified Applicants is less than two, the Transaction Advisor may, in its sole discretion, qualify the Applicant(s) whose technical score is less than **70 marks** even if such Applicant(s) do(es) not qualify in terms of **Clause 3.1.1**; provided that in such an event, the total number of Qualified and short-listed Applicants shall not exceed two.

### 3.3 Evaluation of Financial Proposal

3.3.1 In the second stage, the financial evaluation will be carried out as per this **Clause 3.3 (the "Financial Evaluation")**. Each Financial Proposal will be assigned a financial score ( $S_F$ ).

3.3.2 Financial Proposal of only those Applicants who are technically qualified shall be opened on the date & time specified in the **Clause 1.8**, in the presence of the representatives of technically Qualified Applicants who choose to attend. The Total Cost in the Financial Proposal in **Form-2 of Appendix –II** (Financial Proposals) will be considered for final evaluation as the financial proposal ( $F_M$ ).

3.3.3 The Technical and Tender Committee appointed by the Transaction Advisor will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the firm to be compensated and the liability to fulfil its obligations as per the ToR within the total quoted price shall be that of the Consultant. The lowest Financial Proposal ( $F_M$ ) will be given a financial score ( $S_F$ ) of 100 points. The financial scores of other proposals will be computed as follows

$$S_F = 100 \times (F_M/F)$$

(F = amount of Financial Proposal)

### 3.4 Combined and final evaluation

3.4.1 Proposals will finally be ranked according to their combined technical ( $S_T$ ) and financial ( $S_F$ ) scores as follows

$$S = S_T \times T_w + S_F \times F_w$$

**Where S is the combined score, and  $T_w$  and  $F_w$  are weightages assigned to Technical Proposal and Financial Proposal that shall be 0.80 and 0.20 respectively.**

3.4.2 The **Selected Applicant** will be the first ranked Applicant (having the highest combined score). The second ranked Applicant shall be kept in Reserve. The Applicant in Reserve shall be invited for negotiations in case the first ranked Applicant withdraws, or fails to comply with the requirements specified in **Clauses 2.24, 2.28 and 2.29**, as the case may be.

## 4 FRAUD AND CORRUPT PRACTICES

- 4.1. The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Transaction Advisor/Authority shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “**Prohibited Practices**”) in the Selection Process. In such an event, the Transaction Advisor/Authority shall, without prejudice to its any other rights or remedies, forfeit the Bid Security or appropriate the Performance Security, as the case may be, as compensation and damages payable to the Transaction Advisor for, *inter alia*, time, cost and effort of the Transaction Advisor, in regard to the RFP, including consideration and evaluation of such Applicant’s Proposal.
- 4.2. Without prejudice to the rights of the Transaction Advisor under **Clause 4.1** hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, if an Applicant or Consultant, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Applicant or Consultant shall not be eligible to participate in any tender or RFP issued by the Authority during a period of **5 (Five) years** from the date such Applicant or Consultant, as the case may be, is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 4.3. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) “**corrupt practice**” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Transaction Advisor/Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LoA or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LoA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Authority in relation to any matter concerning the Project;

- (b) “**fraudulent practice**” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (c) “**coercive practice**” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
- (d) “**undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by the Transaction Advisor/Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- (e) “**restrictive practice**” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

## 5 PRE-PROPOSAL CONFERENCE

- 5.1.1 Pre-Proposal Conference (“**Conference**”) of the Applicants shall be convened at the designated date, time and place as specified at **Clause 1.8**. In case, the designated date is an unscheduled holiday, the revised date for the pre-conference meeting will be communicated by e-mail. The time and venue of conference will remain unchanged.
- 5.1.2 During the course of Pre-Proposal Conference, the Applicants will be free to seek clarifications and make suggestions for consideration of the Transaction Advisor. The Transaction Advisor shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Selection Process.

## 6 MISCELLANEOUS

- 6.1 The Selection Process and the Agreement shall be governed by, and construed in accordance with, the laws of India and the Courts of Andhra Pradesh shall have exclusive jurisdiction in respect of all disputes arising under, pursuant to and/or in connection with the Selection Process and the Agreement.
- 6.2 The Transaction Advisor, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
- a) suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
  - b) consult with any Applicant in order to receive clarification or further information;
  - c) retain any information and/or evidence submitted to the Transaction Advisor by, on behalf of and/or in relation to any Applicant; and/or
  - d) independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.
- 6.3 It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the Transaction Advisor/Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.
- 6.4 All documents and other information supplied by the Transaction Advisor/Authority or submitted by an Applicant shall remain or become, as the case may be, the property of the Transaction Advisor/Authority. The Transaction Advisor/Authority will not return any submissions made hereunder. Applicants are required to treat all such documents and information as strictly confidential.
- 6.5 The Transaction Advisor/Authority reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.

# SCHEDULES

## SCHEDULE-1: TERMS OF REFERENCE (TOR)

*(See Clause 1.1.3)*

### **Selection of Architectural, Engineering and Service Designs (AESD) Consultant for Development of NRT ICON Project in New Capital Amaravati Region, Andhra Pradesh**

#### **Terms of Reference (ToR)**

## Terms of Reference (ToR) for AESD Consultant

### 1. General

NRT ICON Project (the “Project”) is one of APNRT Society's projects to create premium mixed use space including retail and office spaces which will bring high paying jobs and world class residential space in Amaravati. As a prerequisite to this activity, it is required to prepare a Master Plan, Architectural Design, engineering and service designs, costing, etc., keeping in view the site conditions. Tentatively, an extent of about 4.6 acres of land (subject to change of location) is identified in New Capital Amaravati region of Andhra Pradesh (the “**Project Site**” or “**Site**”) for the purpose of this Project and it has been estimated that a built up area (BUA) of about 9,36,000 sq. ft.(the “**BUA**”) (Refer Appendix-IV) (Tentative subject to change) could be built as a part of the Project in the new capital Amaravati region of Andhra Pradesh. The Authority seeks the services of interested international and national firms for preparing architectural, engineering and service designs for the proposed NRT ICON Project.

#### a. Site location

Tentatively, the Project Site is located in New Capital Amaravati region of Andhra Pradesh specifically in Rayapudi village within Thullur Mandal of Guntur district. The Project Site is located at a distance of about 40 km from Vijayawada International Airport, at a distance of about 7 km from the State Interim Secretariat and at a distance of about 20 km from Vijayawada Railway Station and about 18 km from Mangalagiri railway station.

#### b. Facilities proposed

The Project shall have facilities guided by the **draft Conceptual Plan** (Refer **Annexure-IV**) including the following, but not limited to:

- Residential Flats
- Office Space
- Retail space
- Convention Centre
- Digital library
- Other associated support facilities & services

However, the above list of components is not exhaustive and final components shall be determined based on the requirements of the Authority.

#### c. Design principles

The proposal should conform to the existing land use, zoning as per the detailed Master Plan of Amaravati city and applicable development control regulations and building rules therein.

The design should be a “State of the Art” and “World Class” mixed use (residential, office, retail, convention centre, etc.) with an iconic design (outer texture) showcasing the diverse and rich art and culture of Andhra Pradesh.

The design shall meet the best practices/standards as applicable to ecologically-sustainable designs under local conditions, which use green building techniques, which result in efficient use of energy, water and other natural resources.

## **2. Objectives**

The objectives of this Consultancy are -

- To review and finalise the existing draft Conceptual Plan
- To prepare detailed Master Plan and urban design guidelines for the entire Project including all proposed facilities;
- To prepare building level detailed design and structural design for the Project;
- To prepare structural engineering designs for the entire trunk infrastructure (water supply, drainage, storm water, road network, etc.) including areas for landscape and circulation for the entire complex;
- To prepare technical schedules, requirements and operational specifications of Tender for construction of the Project and to support in preparation of Tender documents;
- The Consultants will also assist the Transaction Advisor /Authority in the entire process of selection of Contractor(s);

The Consultant shall perform all works as necessary to fulfil the objectives of the Consultancy. Needless to state that the objectives have been defined broadly, however, the scope shall be delivered by the Consultant with sufficient details per requirements of the Project. The period of Consultancy will be 30 months from the date of signing of the Agreement. The period includes 24 months for construction phase of the Project.

The Consultant shall present the project brief, methodology, timelines, action plan, introduction of Key Personnel, etc. in the Kick-off meeting to be held by the Authority immediately after the signing of the Agreement.

## **3. Scope of Services**

The Consultant is required to provide the services of architectural, engineering and design services including engineering survey, finalisation of existing draft Conceptual Plan, detailed architectural plans, designs, elevations, sections, views, all structural designs, electrical, HVAC, indoor and outdoor lighting, plumbing, sanitary, firefighting system, communication system, LAN, building automation, access control, surveillance security system, power backup and green features, landscape, etc., detailed designs and specifications with Bill of Quantities, preparation of Tender documents, Tender drawings for the works on item rate basis, etc. for all works involved in the construction of the Project.

The Consultant shall provide Comprehensive Consultancy Services in the following areas:-

- a. All Architectural services including Master Plans, building plans, landscaping, signage, etc.
- b. All civil & structural engineering services
- c. All electrical engineering services and solar energy efficiency services.
- d. All mechanical engineering services
- e. All public health engineering services
- f. All quantity surveying services
- g. Green Building Concepts (Norms to be followed as per Green Rating for Integrated Habitat Assessment (GRIHA))
- h. All interiors and all acoustical treatments
- i. All IT / ICT Services

- j. All environmental clearances/ permissions, aviation clearances, environmental clearances from concerned statutory bodies/ministries of the Govt.
- k. Any other services which are required but not specifically indicated

The Consultant would be required to provide all required Consultancy services for the Project including the following 5 (Five) stages.

The detailed scope of services, which inter alia includes but not limited to, are as follows:

**Stage 01: Engineering Study, Master Plan and Conceptual Plan Preparation**

**Stage 02: Comprehensive Architectural Design drawings**

**Stage 03: Cost estimation**

**Stage 04: Statutory approvals & tender documentation**

**Stage 05: Project execution (Construction Commencement to Completion)**

The detailed Scope of Services includes, but not limited to, the following activities:

**Stage 01: Engineering Study, Master Plan and Conceptual Plan Preparation**

The purpose of this activity is to undertake detailed site analysis for the identified Project Site to establish the Site suitability for the proposed Project, and shall include the following:

- Reconnaissance survey of identified Project Site
- Site analysis: topographic features, current physical boundaries, contours and on-ground available area, connectivity/circulation aspects, land use, surrounding developments, development controls (Bye-laws, FSI/FAR), SWOT analysis and suggest measures as may be required to take the Project forward.
- Preparation of Master Plan, design, architectural plans, elevations, sections, etc., with details of area analysis, 3D modeling, building geometry, etc.
- Traffic circulation: to recommend the traffic circulation for entry / exit from the Project, such that the traffic generated by the Project does not lead to traffic related issues in the surrounding area in the future.
- The Consultant shall examine land use proposed for the Project Site in the Master Plan of Capital City Amaravati and the related development controls and building regulations, applicable guidelines (including environment related), etc. and accordingly advise on the permissions required for undertaking the Project.
- The basic aesthetic framework is available in the form of a draft conceptual plan and the Consultants should review and finalise the Conceptual Plan.
  - The Consultant should present to the Transaction Advisor /Authority key elements of the finalized Conceptual Plan. The Conceptual Plan shall be annexed with sketches, floor plans, elevations, views, 3d renderings, etc. to sufficiently demonstrate the distinct design intent. The Concept should also bring forward the key building materials proposed for external facade and all sustainability parameters proposed to ensure compliance to Green Rating for Integrated Habitat Assessment (GRIHA) guidelines

- The Concept shall also highlight the internal building circulation, access to basement, access to public transport, active and ancillary areas of the Project
- Examining and enhancing strategic entry & exit points depending on external conditions

The Consultant shall obtain information on the Project, Project Site, Master Plan of Capital City Amaravati, zoning regulations, FAR/FSI and/or possible Built-up Area on the Site as per Master Plan of Capital City Amaravati and the applicable DCR/byelaws, etc. from Capital Region Development Authority (CRDA) and shall interact with CRDA during the consultancy period, as required for undertaking the Consultancy.

## **Stage 02: Comprehensive Architectural Design drawings**

### **a. Architectural design**

- Preparation of preliminary drawings using AutoCAD or an equivalent tool for various floors, toilets, staircases, elevators, etc. explaining the general planning with schedule of internal and external materials, finishes and dimensions. Plumbing / electrical layout indicating internal and external lines, transformers, fire safety detection & firefighting system, UPS and location of channels for electrical cables, telephone, LAN, AC ducts and other conduits for services, complete in accordance with the relevant NBC / local building bye-laws including 2D drawings and 3D views. The Consultant shall provide a walkthrough presentation using 3Dmax at no extra cost.
- Models: After finalization of the working drawings, the Consultant shall prepare a detailed physical model to a scale as mutually agreed between the Authority and the Consultant, showing the complete details of the building, in addition, the Consultant is also required to prepare a physical block model to a convenient scale showing the Site along with its proposed landscape, etc. locating the proposed building in it.

### **b. Engineering design**

- The Consultant should inform well in advance to Authority/ Transaction Advisor, the details of surveys, soil investigations and tests required to be undertaken.
- The foundation system shall be finalized referring the soil investigation reports. All laboratory testing shall be performed at a certified geotechnical testing laboratory as approved by the Authority/Transaction Advisor.
- The building(s) shall be designed to withstand static/dynamic loading (wind/seismic) and the design shall be strictly in accordance with the latest Indian Standard Code of Practices / National Building Code. This will also include details for public plazas, ramps, open areas, bus shelters, common parking areas, vehicular drop-offs, etc. The structural analysis and designs shall be done using latest versions of software.
- The Consultant shall supply all design calculations giving specific reference to BIS/NBC, along with soft copies. The structural drawing showing the reinforcement details / bar bending schedule prepared as per latest guidelines/standards.
- The Consultant shall supply all structural drawings along with structural analysis & design calculations indicating relevant IS codes for the concrete, steel & other structural materials along with all reports.
- Prepare and submit working drawings with all details for proper execution of works.

**c. Services design**

- The Consultant shall prepare and submit detailed designs, drawings and documents for all internal utility services like plumbing, electrification, domestic gas distribution network, firefighting, fire detection and lifts, telephones, LAN, networking, public address system and other specialized services, etc. as per the requirements of the Project, suitable for construction and release to Site.
- Heating, ventilation and air conditioning (HVAC) - It shall be provided with latest features having energy efficiency standards.
- The Consultant shall prepare and submit all detailed drawings for structural designs, HVAC, electrical, elevators, internal and external works i.e., electrical, water supply, sanitary works, drinking water, sewerage design, telecommunications, networking, graphic signages, firefighting arrangements, security systems & other mechanical systems, parking, etc. and all related civil works including technical specifications of work;
- The Consultant shall prepare and submit detailed designs, drawings and documents for all external utility services like water supply, sewerage, storm water drainage, fire hydrants schemes, treatment plants for sewage, rain water harvesting, water supply intakes, arrangements, roads, street lighting, telephone system, electrical transformer and other related schemes, boundary walls and any other specialized services as per Project requirement suitable for construction and release to site including getting necessary approvals from concerned departments.
- Consultant will develop the Landscape Master Plan to include the character, key landscape programs and features which indicate the general design direction.
- Consultant shall prepare urban design guidelines for entire Project Site based on the finalised design concept. Urban design guidelines will illustrate concerns about the total visual effect of building masses, shall follow façade norms set by the government, if any; connections with people and places, creation of spaces for movements, urban amenities and public realm, and the process for improving the overall ambiance of the complex. Urban design guidelines should set the framework for the physical and spatial arrangement and composition of built-forms and their three-dimensional relationship with the spaces around them and the surrounding settings for achievement of aesthetic and sociocultural qualities.

The Authority will carry out the validation and proof checking for all the technical drawings, structural designs submitted by the Consultant from one of the reputed institutions of national importance like IIT Madras/IIT Hyderabad/NIT Warangal or accredited specialized agencies. The Authority may also carry out the validation and proof checking for all the Architectural drawings, etc. from one of the reputed institutions of national importance dealing with the stream of Architecture and Planning. After obtaining clearance certificate/s from the proof checking Institution/s, the Consultant will accordingly carry out the next stage of the project deliverables.

**Stage 03: Cost estimation**

After obtaining approval from the Authority which is based on proof checking of designs by the identified Institute/agency, the Consultant shall prepare the Cost estimates and Bill of Quantities (BoQs) for the purpose of Tendering process for the selection of Contractor(s). The Consultant shall be responsible for accuracy of the BoQ items.

- After obtaining approval from the Authority, on the preliminary drawings and designs, detailed architectural drawings with concept plans, elevations, sections, joinery, etc. & all relevant details for the preparation of cost estimates shall be prepared.

- The Consultant shall prepare BoQs for various components with a break up of cost for each component separately. The Consultant may include provision for physical and price contingencies, other financing costs and pre-construction expenses, etc. Cost estimates should be prepared based on item rate analysis and on prevalent market rates in the region. Consultant should perform rate analysis for all the standard items in all works.
- The description of items in BoQs should be consistent with the drawings and specifications, and all should lend themselves to harmonious and unambiguous interpretation.

**Stage 04: Statutory approvals & tender documentation**

Preparation of necessary drawings and the Project Master Plan for assisting Authority in obtaining all applicable statutory approvals/ clearances from the all concerned authorities (including APCRDA)/departments including but not limited to:

- No Objection Certificate (NOC) for permission for construction from the relevant Development Authority
- NOC from Andhra Pradesh State Disasters Response & Fire Services Department
- Structural stability certificate issued by the Competent Authority
- NOC from Police Department (Traffic)
- Traffic Impact Study by Qualified Consultant
- NOC from Heritage Conservation Committee
- NOC from Irrigation Department in case of lands abut water bodies, Water courses & nalas
- NOC from Railways
- NOC from State Environmental impact Assessment Authority
- NOC from Oil / Gas Authority
- TDR Certificate
- NOC from Airports Authority of India
- NOC from Fire Services Department
- Carry out required due diligence for ensuring compliance of all codes, standards and legislation as applicable.

Subsequent to approval of submissions till Stage-3, the Consultant shall assist the Transaction Advisor/Authority to prepare the Tender documents for the different Contracts (phases/packages) planned to be Bid out by the Transaction Advisor/Authority, and assist the Transaction Advisor for floating Tender(s) for appointment of Contractor(s).

- Preparation of detailed architectural drawings sufficient to prepare Tender documents consisting of floor plans to each level, reflected ceiling plans at each level including coordinated lighting and service features, external elevations, internal elevations, cross sections and longitudinal sections, terrace plans, electrical/lighting outfit/switching plan including MCCB (Moulded case Circuit Breaker), MCB (Miniature Circuit Breaker), ELCB, capacitors, plumbing and schematics, interior fit outs including details, etc.
- Preparation of Tender drawings, technical specifications, indicative vendors / manufactures for materials and equipment. Assistance to Transaction Advisor in finalizing selection criteria, providing clarifications to bidders, holding pre-bid meeting and finalizing the contract for Contractor(s).

**Stage 05: Project execution (Construction Commencement to Completion)**

- Preparation of the Good for Construction (GFC) drawings;

- The Consultant shall provide all technical assistance in providing any further clarifications, details, revisions in the GFCs and specifications required by the Contractor(s) during the Detailed Design stage and address any queries raised by the Contractor(s).
- The Consultant shall prepare and plan all the construction programme to complete the Project using MS Project/Primavera or equivalent tool.

#### **4. Deliverables**

The Consultant shall deliver the following deliverables (the “**Deliverables**”) during the course of this Consultancy. The Deliverables shall be so drafted that they could be given to the prospective bidders for guidance in preparation of their bids.

The following final outputs shall be furnished by the Consultant to the Authority.

##### **Stage 01: Engineering Study, Master Plan, Finalisation of Conceptual Plan**

- Inception Report containing design brief and development parameters
- Master Plan and finalized Conceptual Plan (duly mentioning the arrangement of various component of the Project (residential, office, retail, convention center and other amenities) site development work including roads, footpaths, boundary wall, internal & external amenities such as water supply & sanitary arrangement & electrical services & all other services) for the proposed Project
- Requirement Analysis & indicative cost estimate

##### **Stage 02: Comprehensive Architectural design drawings**

- Architectural schematic drawing incorporating the changes in the stage 1 Deliverables and details based on the approved Conceptual Plan;
- Conceptual sketches, study model and preliminary cost estimate
- Detailed Design Report
- Working drawings

##### **Stage 03: Cost estimation**

- Detailed Schedule of Quantity
- Detailed Schedule of Specifications
- Detailed cost estimates
- Implementation Schedule

##### **Stage 04: Statutory Approvals and Tender Documentation**

- All necessary designs/ drawings for obtaining required approvals/clearances
- Provide necessary clarifications as compliance requirement for obtaining necessary approvals/clearances
- Assistance to Authority/ Transaction Advisor for preparation and issuing Tender Documents for selection of the Contractor(s)

##### **Stage 05: Project Execution**

- Provide Good for Construction (GFC) drawings with all details for proper execution of the work to appointed Contractor.

- Provide revision in GFCs, if required

### Other Deliverables

- All reports submitted by the Consultant shall bear the signature of the Team Leader/authorized Signatory of the Consultant. The Consultant shall be fully responsible for the correctness for the Deliverables submitted.
- The Consultant shall comply with all applicable laws, bye-laws, statutory provisions, etc. in the performance of the Consultancy.
- The Consultant shall make presentations to the Authority/Transaction Advisor/Technical and Tender Committee and other stakeholders in at every Stage. The Consultant shall take approvals from the Authority/ Transaction Advisor/ Technical and Tender Committee at each Stage. If there is a need to make multiple representations to other agencies on behest of the Authority, Consultant shall make his team available for such presentations.

All the deliverables shall be submitted to the Authority in the form of 04 (Four) hard copies +1 (One) soft copy (MS Word/ in-design/PDF format for reports and AUTOCAD /GIS/PDF/other suitable formats for drawings.

### 5. Timelines and Payment Schedule

The Agreement Value shall be paid by the **Authority** as per payment schedule presented below:

S.No.	Stages	Deliverable – upon approval*	Timelines	Payment (% of Agreement Value)	
1	Stage 1	Engineering Study, Master Plan, Finalisation of Conceptual Plan	a. Master Plan	4 weeks from signing of Agreement	5%
2		b. Conceptual plan of NRT ICON Project			10%
3	Stage 2	Comprehensive Architectural design drawings	a. Schematic designs	8 weeks from approval of Stage 1	5%
4			b. Detailed architectural designs		10%
5			c. Detailed structural and service designs		5%
6	Stage 3	Cost estimation	a. Detailed Bill of Quantities after proof checking of designs	2 weeks from approval of Stage 2	5%
7	Stage 4	Statutory approval & tender documentation	a. On Statutory approvals of Drawings and the Project	2 weeks from approval of Stage 3	10%
8			b. Tender drawings and documents		20%

S.No.	Stages	Deliverable – upon approval*	Timelines	Payment (% of Agreement Value)
9	Stage 5 Project execution- Construction Commencement to Completion	a. Good for construction drawings & selection of Contractor	Within <b>six weeks</b> after the date of issue of notice inviting Tenders	20%
10		b. Support up to Completion of the Project	Completion of the Project - Issuance of Provisional Completion Certificate/Completion Certificate to the Contractor (s) by the Authority whichever is earlier	10%**

Note: \* Upon submission of each deliverable, a presentation shall be made by the Consultant to the Authority/ Transaction Advisor and seek approval for Deliverables.

\*\*The Consultant will be eligible for payment for the Stage 5 (b) after 15 days from the issuance of Provisional Completion Certificate<sup>3</sup>/Completion Certificate to the Contractor (s) by the Authority, whichever is earlier.

#### Notes:

1. In case Authority administering this consultancy assignment decides to abandon the project for any reason, the payment of the consultant shall be restricted up to the Stage the services have actually been provided by the Consultant. Fee structure and payment terms shall remain strictly as indicated above.
2. The payments shall be made to the Consultant after approval of the deliverables by Technical & Tender Committee/Authority administering this consultancy assignment.
3. Post approval of the Deliverables, the Consultant shall submit the Invoice (in duplicate) along with advance stamp receipt for the Payment against the approved Deliverables.
4. All payments under this Agreement shall be made to the account of the Consultant as may be notified to the Authority by the Consultant.

#### 6. Key Personnel

The scope of services would require a multi-disciplinary team having similar project experience. Please note it is anticipated that all proposed Key Personnel shall work on the Project.

S. No.	Position
1	Chief Architect/Team Leader
2	Senior Architect

<sup>3</sup>The Provisional Completion Certificate is a document issued by the Authority to the Contractor (s) who has successfully completed all works included in the Scope of work, before the actual Completion Certificate as a TENTATIVE ONE FOR THE ORIGINAL.

3	Structural Engineer
4	Infrastructure Engineer (Public Health Engineer)
5	Civil Engineer
6	Landscape Architect
7	Electrical Engineer
8	Mechanical Engineer
9	Heating Ventilation and Air Conditioning (HVAC) Expert
10	ICT & Safety / Security systems Expert
11	Interior Designer
12	Urban Planner
13	Energy Efficiency and Sustainable Architecture Expert
14	Acoustical Consultant
15	Firefighting Expert

In addition to the above Key Personnel, the Consultants may deploy other experts and are expected to deploy adequate number of support technical staff as required to perform the scope of services defined in the ToR.

#### **7. Period of Consultancy**

The period of Consultancy will be 30 months from the date of signing of the Agreement. The period includes 24 months for construction phase of the Project.

## SCHEDULE-2: DRAFT FORM OF AGREEMENT

*Draft Form of Agreement*

(See Clause 2.1.3)



### DRAFT FORM OF AGREEMENT

FOR

**SELECTION OF ARCHITECTURAL, ENGINEERING AND SERVICE DESIGNS  
CONSULTANT FOR DEVELOPMENT OF NRT ICON PROJECT IN NEW CAPITAL  
AMARAVATI REGION, ANDHRA PRADESH**

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## AGREEMENT

### FOR SELECTION OF ARCHITECTURAL, ENGINEERING AND SERVICE DESIGNS CONSULTANT FOR DEVELOPMENT OF NRT ICON PROJECT IN NEW CAPITAL AMARAVATI REGION, ANDHRA PRADESH

This AGREEMENT (hereinafter called the “**Agreement**”) is made on the ..... day of the month of ..... 20..., between, on the one hand, the ..... (Hereinafter called the “**Authority**” which expression shall include their respective successors and permitted assigns, unless the context otherwise requires) and, on the other hand, ..... (Hereinafter called the “**Consultant**” which expression shall include their respective successors and permitted assigns).

#### WHEREAS

- (A) The Infrastructure Corporation of Andhra Pradesh Limited (“Transaction Advisor”) on behalf of the Authority vide its Request for Proposal for Selection of Architectural, Engineering and Service Designs Consultant (hereinafter called the “**Consultancy**”) for development of NRT ICON Project in New Capital Amaravati Region of Andhra Pradesh (hereinafter called the “**Project**”);
- (B) the Consultant submitted its Proposal for the aforesaid work, whereby the Consultant represented to the Transaction Advisor/Authority that it had the required professional skills, and in the said Proposal the Consultant also agreed to provide the Services to the Authority on the terms and conditions as set forth in the RFP and this Agreement; and
- (C) the Authority, on acceptance of the aforesaid Proposal of the Consultant, awarded the Consultancy to the Consultant vide its Letter of Award dated ..... (the “**LOA**”); and
- (D) in pursuance of the LOA, the parties have agreed to enter into this Agreement.

NOW, THEREFORE, the parties hereto hereby agree as follows:

#### 1. GENERAL

##### 1.1. Definitions and Interpretation

- 1.1.1 The words and expressions beginning with capital letters and defined in this Agreement shall, unless the context otherwise requires, have the meaning hereinafter respectively assigned to them:
- a. **Deleted** (Additional Costs)
  - b. “**Agreement**” means this Agreement, together with all the Annexes;
  - c. “**Agreement Value**” shall have the meaning set forth in Clause 6.1.2;
  - d. “**Applicable Laws**” means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time;
  - e. “**Authority**” means Andhra Pradesh Non Resident Telugu Society

- f. **“Confidential Information”** shall have the meaning set forth in Clause 3.3;
- g. **“Conflict of Interest”** shall have the meaning set forth in Clause 3.2 read with the provisions of RFP;
- h. **“Dispute”** shall have the meaning set forth in Clause 9.2.1;
- i. **“Effective Date”** means the date on which this Agreement comes into force and effect pursuant to Clause 2.1;
- j. **“Government”** means the Government of Andhra Pradesh;
- k. **“INR, Rs. or ₹”** means Indian Rupees;
- l. **“Party”** means the Authority or the Consultant, as the case may be, and Parties means both of them;
- m. **“Personnel”** means persons hired by the Consultant and assigned to the performance of the Services or any part thereof;
- n. **“RFP”** means the Request for Proposal document in response to which the Consultant’s Proposal for providing Services was accepted;
- o. **“Services”** means the work to be performed by the Consultant pursuant to this Agreement, as described in the Terms of Reference hereto;
- p. **“Third Party”** means any person or entity other than the Government, the Authority or the Consultant.

All terms and words not defined herein shall, unless the context otherwise requires, have the meaning assigned to them in the RFP

1.1.2 The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral parts of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over another would be as laid down below beginning from the highest priority to the lowest priority:

- (a) Agreement;
- (b) Annexes of Agreement;
- (c) RFP; and
- (d) Letter of Award.

#### **1.2. Relation between the Parties**

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Authority and the Consultant. The Consultant shall, subject to this Agreement, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

### 1.3. Rights and obligations

The mutual rights and obligations of the Authority and the Consultant shall be as set forth in the Agreement, in particular:

- (a) the Consultant shall carry out the Services in accordance with the provisions of the Agreement; and
- (b) the Authority shall make payments to the Consultant in accordance with the provisions of the Agreement.

### 1.4. Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the **Courts of Andhra Pradesh** shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

### 1.5. Language

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

### 1.6. Table of contents and headings

The table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement.

### 1.7. Notices

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall:

- (a) in the case of the Consultant, be given by facsimile or e-mail and by letter delivered by hand to the address given and marked for attention of the Consultant's Representative set out below in Clause 1.10 or to such other person as the Consultant may from time to time designate by notice to the Authority; provided that notices or other communications to be given to an address outside Vijayawada may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by facsimile or e-mail to the number as the Consultant may from time to time specify by notice to the Authority;
- (b) in the case of the Authority, be given by facsimile or e-mail and by letter delivered by hand and be addressed to the Authority with a copy delivered to the Authority Representative set out below in Clause 1.10 or to such other person as the Authority may from time to time designate by notice to the Consultant; provided that if the

Consultant does not have an office in Vijayawada it may send such notice by facsimile or e-mail and by registered acknowledgement due, air mail or by courier; and

- (c) any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery; provided that in the case of facsimile or e-mail, it shall be deemed to have been delivered on the working days following the date of its delivery.

**1.8. Location**

The Services shall be performed at the site of the Project/office of the Authority in accordance with the provisions of RFP and at such locations as are incidental thereto, including the offices of the Consultant.

**1.9. Authority of Member-in-charge**

In case the Consultant consists of a consortium of more than one entity, the Parties agree that the Lead Member shall act on behalf of the Members in exercising all the Consultant’s rights and obligations towards the Authority under this Agreement, including without limitation the receiving of instructions and payments from the Authority

**1.10. Authorized Representatives**

1.10.1 Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by the Authority or the Consultant, as the case may be, may be taken or executed by the officials specified in this Clause 1.10.

1.10.2 The Authority may, from time to time, designate one of its officials as the Authority Representative. Unless otherwise notified, the Authority Representative shall be:

.....

.....

Tel:

Mobile: .....

E-mail: .....

1.10.3 The Consultant may designate one of its employees as Consultant’s Representative. Unless otherwise notified, the Consultant’s Representative shall be:

.....

.....

Tel: .....

Mobile: .....

E-mail: .....

### **1.11. Taxes and duties**

Unless otherwise specified in the Agreement, the Consultant shall pay all such taxes, duties, fees and other impositions as may be levied under the Applicable Laws and the Authority shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed on it.

## **2. COMMENCEMENT, COMPLETION AND TERMINATION OF AGREEMENT**

### **2.1. Effectiveness of Agreement**

This Agreement shall come into force and effect on the date of this Agreement (the “**Effective Date**”).

### **2.2. Commencement of Services**

The Consultant shall commence the Services within a period of 7 (Seven) days from the Effective Date, unless otherwise agreed by the Parties.

### **2.3. Termination of Agreement for failure to commence Services**

If the Consultant does not commence the Services within the period specified in Clause 2.2 above, the Authority may, by not less than 2 (two) weeks’ notice to the Consultant, declare this Agreement to be null and void, and in the event of such a declaration, the Performance Security of the Consultant shall stand forfeited.

### **2.4. Expiration of Agreement**

Unless terminated earlier pursuant to Clauses 2.3 or 2.9 hereof, this Agreement shall, unless extended by the Parties by mutual consent, expire upon the earlier of (i) expiry of a period of **30 (Thirty) days** after the delivery of the final deliverable to the Authority; and (ii) the expiry of **30 (Thirty) months** from the Effective Date. Upon Termination, the Authority shall make payments of all amounts due to the Consultant hereunder.

### **2.5. Entire Agreement**

2.5.1. This Agreement and the Annexes together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other

communications of every kind pertaining to this Agreement are abrogated and withdrawn; provided, however, that the obligations of the Consultant arising out of the provisions of the RFP shall continue to subsist and shall be deemed to form part of this Agreement.

- 2.5.2. Without prejudice to the generality of the provisions of Clause 2.5.1, on matters not covered by this Agreement, the provisions of RFP shall apply.

## **2.6. Modification of Agreement**

Modification of the terms and conditions of this Agreement, including any modification of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clauses 4.2.3 and 6.1.3 hereof, however, each Party shall give due consideration to any proposals for modification made by the other Party.

## **2.7. Force Majeure**

### **2.7.1. Definition**

- a) For the purposes of this Agreement, “**Force Majeure**” means an event which is beyond the reasonable control of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement, and (B) avoid or overcome in the carrying out of its obligations hereunder.
- c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

### **2.7.2. No breach of Agreement**

The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.

### **2.7.3. Measures to be taken**

- a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfil its obligations hereunder with a minimum of delay.
- b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than 14 (Fourteen) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- c) The Parties shall take all reasonable measures to minimise the consequences of any event of Force Majeure.

#### **2.7.4. Extension of time**

Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

#### **2.7.5. Payments**

During the period of its inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to be reimbursed for additional costs reasonably and necessarily incurred by it during such period for the purposes of the Services and in reactivating the Services after the end of such period.

#### **2.7.6. Consultation**

Not later than 30 (thirty) days after the Consultant has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agree on appropriate measures to be taken in the circumstances.

### **2.8. Suspension of Agreement**

The Authority may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the Consultant to remedy such breach or failure within a period not exceeding 30 (thirty) days after receipt by the Consultant of such notice of suspension.

### **2.9. Termination of Agreement**

#### **2.9.1. By the Authority**

The Authority may, by not less than 30 (thirty) days' written notice of termination to the Consultant, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.1, terminate this Agreement if:

- a) the Consultant fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within 30 (thirty) days of receipt of such notice of suspension or within such further period as the Authority may have subsequently granted in writing;
- b) the Consultant becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- c) the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 9 hereof;
- d) the Consultant submits to the Authority a statement which has a material effect on the rights, obligations or interests of the Authority and which the Consultant knows to be false;
- e) any document, information, data or statement submitted by the Consultant in its Proposals, based on which the Consultant was considered eligible or successful, is found to be false, incorrect or misleading;
- f) as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 60 (Sixty) days; or
- g) the Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

#### **2.9.2. By the Consultant**

The Consultant may, by not less than 30 (thirty) days' written notice to the Authority, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.2, terminate this Agreement if:

- a) the Authority fails to pay any money due to the Consultant pursuant to this Agreement and not subject to dispute pursuant to Clause 9 hereof within 45 (Forty Five) days after receiving written notice from the Consultant that such payment is overdue;
- b) the Authority is in material breach of its obligations pursuant to this Agreement and has not remedied the same within 45 (Forty Five) days (or such longer period as the Consultant may have subsequently granted in writing) following the receipt by the Authority of the Consultant's notice specifying such breach;
- c) as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 60 (Sixty) days; or

- d) the Authority fails to comply with any final decision reached as a result of arbitration pursuant to Clause 9 hereof.

**2.9.3. Cessation of rights and obligations**

Upon termination of this Agreement pursuant to Clauses 2.3 or 2.9 hereof, or upon expiration of this Agreement pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, or which expressly survive such Termination; (ii) the obligation of confidentiality set forth in Clause 3.3 hereof; (iii) the Consultant's obligation to permit inspection, copying and auditing of such of its accounts and records set forth in Clause 3.6, as relate to the Consultant's Services provided under this Agreement; and (iv) any right or remedy which a Party may have under this Agreement or the Applicable Law.

**2.9.4. Cessation of Services**

Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Authority, the Consultant shall proceed as provided respectively by Clauses 3.9 or 3.10 hereof.

**2.9.5. Payment upon Termination**

Upon termination of this Agreement pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Authority shall make the following payments to the Consultant (after offsetting against these payments any amount that may be due from the Consultant to the Authority):

- i. remuneration pursuant to Clause 6 hereof for Services satisfactorily performed prior to the date of Termination;
- ii. except in the case of termination pursuant to sub-clauses (a) through (e) of Clause 2.9.1 hereof, reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Agreement including the cost of the return travel of the Consultant's Personnel.

**2.9.6. Disputes about Events of Termination**

If either Party disputes whether an event specified in Clause 2.9.1 or in Clause 2.9.2 hereof has occurred, such Party may, within 30 (thirty) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 9 hereof.

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### 3. OBLIGATIONS OF THE CONSULTANT

#### 3.1. General

##### 3.1.1 Standards of Performance

The Consultant shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Agreement or to the Services, as a faithful adviser to the Authority, and shall at all times support and safeguard the Authority's legitimate interests in any dealings with Third Parties.

##### 3.1.2 Terms of Reference

The scope of Services to be performed by the Consultant is specified in the Terms of Reference (the "ToR") at **Annexure-I** of this Agreement. The Consultant shall provide the Deliverables specified therein in conformity with the time schedule stated therein.

##### 3.1.3 Applicable Laws

The Consultant shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure the Personnel and agents of the Consultant, comply with the Applicable Laws

#### 3.2. Conflict of Interest

3.2.1 The Consultant shall not have a Conflict of Interest and any breach hereof shall constitute a breach of the Agreement.

3.2.2 Consultant and Affiliates not to be otherwise interested in the Project

The Consultant agrees that, during the term of this Agreement and after its termination, the Consultant or any Associate thereof and any entity affiliated with the Consultant shall be disqualified from providing goods, works, services, loans or equity for any project resulting from or closely related to the Services and any breach of this obligation shall amount to a Conflict of Interest; provided that the restriction herein shall not apply after a period of **5 (five) years** from the completion of this assignment or to consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services provided to the Authority in continuation of this Consultancy or to any subsequent consultancy/ advisory services provided to the Authority in accordance with the rules of the Authority. For the avoidance of doubt, an entity affiliated with the Consultant shall include a partner in the Consultants firm or a person who holds more than 5% (Five per cent) of the subscribed and paid up share capital of the Consultant, as the case may be, and any Associate thereof.

3.2.3 **Prohibition of conflicting activities**

Neither the Consultant nor its Personnel shall engage, either directly or indirectly, in any of the following activities:

- a) during the term of this Agreement, any business or professional activities which would conflict with the activities assigned to them under this Agreement;
- b) after the termination of this Agreement, such other activities as may be specified in the Agreement; or
- c) at any time, such other activities as have been specified in the RFP as Conflict of Interest.

#### 3.2.4 Consultant not to benefit from commissions, discounts, etc.

The remuneration of the Consultant pursuant to Clause 6 hereof shall constitute the Consultant's sole remuneration in connection with this Agreement or the Services and the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or to the Services or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

3.2.5 The Consultant and its Personnel shall observe the highest standards of ethics and shall not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "**Prohibited Practices**"). Notwithstanding anything to the contrary contained in this Agreement, the Authority shall be entitled to terminate this Agreement forthwith by a communication in writing to the Consultant, without being liable in any manner whatsoever to the Consultant, if it determines that the Consultant has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Agreement. In such an event, the Authority shall forfeit and appropriate the performance security, if any, for compensation and damages payable to the Authority towards, *inter alia*, the time, cost and effort of the Authority, without prejudice to the Authority's any other rights or remedy hereunder or in law.

3.2.6 Without prejudice to the rights of the Authority under Clause 3.2.5 above and the other rights and remedies which the Authority may have under this Agreement, if the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution of this Agreement, the Consultant shall not be eligible to participate in any tender or RFP issued during a period of **5 (Five) years** from the date the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.

3.2.7 For the purposes of Clauses 3.2.5 and 3.2.6, the following terms shall have the meaning hereinafter respectively assigned to them:

- a) **“corrupt practice”** means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for removal of doubt, offering of employment or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with Selection Process or LOA or dealing with matters concerning the Agreement before or after the execution thereof, at any time prior to the expiry of **1 (one) year** from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser the Authority in relation to any matter concerning the Project;
- b) **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- c) **“coercive practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Selection Process or the exercise of its rights or performance of its obligations by the Authority under this Agreement;
- d) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- e) **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

### 3.3. Confidentiality

The Consultant, its Personnel of either of them shall not, either during the term or within **2 (Two) years** after the expiration or termination of this Agreement disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the Authority to the Consultant and its Personnel; any information provided by or relating to the Authority, its technology, technical processes, business affairs or finances or any information relating to the Authority’s employees, officers or other professionals or suppliers, customers, or contractors of the Authority; and any other information which the Consultant is under an obligation to keep confidential in relation to the

Project, the Services or this Agreement ("**Confidential Information**"), without the prior written consent of the Authority.

Notwithstanding the aforesaid, the Consultant and its Personnel may disclose Confidential Information to the extent that such Confidential Information:

- i. was in the public domain prior to its delivery to the Consultant and its Personnel becomes a part of the public knowledge from a source other than the Consultant, and its Personnel;
- ii. was obtained from a third party with no known duty to maintain its confidentiality;
- iii. is required to be disclosed by Applicable Laws or judicial or administrative or arbitral process or by any governmental instrumentalities, provided that for any such disclosure, the Consultant and its Personnel shall give the Authority, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment; and
- iv. is provided to the professional advisers, agents, auditors or representatives of the Consultant and its Personnel, as is reasonable under the circumstances; provided, however, that the Consultant and its Personnel, as the case may be, shall require their professional advisers, agents, auditors or its representatives, to undertake in writing to keep such Confidential Information, confidential and shall use its best efforts to ensure compliance with such undertaking.

### **3.4. Liability of the Consultant**

3.4.1 The Consultant's liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.

3.4.2 The Consultant shall, subject to the limitation specified in Clause 3.4.3, be liable to the Authority for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.

3.4.3 The Parties hereto agree that in case of negligence or wilful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused to the Authority's property, shall not be liable to the Authority:

- i. for any indirect or consequential loss or damage; and
- ii. for any direct loss or damage that exceeds (a) the Agreement Value set forth in Clause 6.1.2 of this Agreement, or (b) the proceeds the Consultant may be entitled to receive from any insurance maintained by the Consultant to cover such a liability in accordance with Clause 3.5.2, whichever of (a) or (b) is higher.

3.4.4 This limitation of liability specified in Clause 3.4.3 shall not affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services subject, however, to a limit equal to the Agreement Value.

### **3.5. Insurance to be taken out by the Consultant**

#### **3.5.1**

- a. The Consultant shall, for the duration of this Agreement, take out and maintain, and at its own cost, but on terms and conditions approved by the Authority, insurance against the risks, and for the coverages, as specified in the Agreement and in accordance with good industry practice.
- b. Within **15 (fifteen) days** of receiving any insurance policy certificate in respect of insurances required to be obtained and maintained under this clause, the Consultant shall furnish to the Authority, copies of such policy certificates, copies of the insurance policies and evidence that the insurance premia have been paid in respect of such insurance. No insurance shall be cancelled, modified or allowed to expire or lapse during the term of this Agreement.
- c. If the Consultant fails to effect and keep in force the aforesaid insurances for which it is responsible pursuant hereto, the Authority shall, apart from having other recourse available under this Agreement, have the option, without prejudice to the obligations of the Consultant, to take out the aforesaid insurance, to keep in force any such insurances, and pay such premia and recover the costs thereof from the Consultant, and the Consultant shall be liable to pay such amounts on demand by the Authority.
- d. Except in case of Third Party liabilities, the insurance policies so procured shall mention the Authority as the beneficiary of the Consultant and the Consultant shall procure an undertaking from the insurance company to this effect; provided that in the event the Consultant has a general insurance policy that covers the risks specified in this Agreement and the amount of insurance cover is equivalent to **3 (Three) times** the cover required hereunder, such insurance policy may not mention the Authority as the sole beneficiary of the Consultant or require an undertaking to that effect.

3.5.2 The Parties agree that the risks and coverages shall include but not be limited to the following:

- a) Third Party liability insurance as required under Applicable Laws, minimum coverage of **Rs. AA<sup>4</sup>** and the copy of the policy to be furnished to the Authority within 7 days of signing of the Agreement.

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<sup>4</sup> This amount may be fixed at 1% (one per cent) of the indicative capital cost of the Project, but subject to a maximum of Rs. 20 (Twenty) crore.

- b) employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant, in accordance with Applicable Laws; and
- c) Professional liability insurance for an amount no less than the Agreement Value.

The indemnity limit in terms of "Any One Accident" (AOA) and "Aggregate limit on the policy period" (AOP) shall not be less than the amount stated in Clause 6.1.2 of the Agreement.

### **3.6. Accounting, inspection and auditing**

The Consultant shall:

- a) keep accurate and systematic accounts and records in respect of the Services provided under this Agreement, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the basis thereof (including the basis of the Consultant's costs and charges); and
- b) permit the Authority or its designated representative periodically, and up to **1 (One) year** from the expiration or termination of this Agreement, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Authority.

### **3.7. Consultant's actions requiring the Authority's prior approval**

The Consultant shall obtain the Authority's prior approval in writing before taking any of the following actions:

- a) appointing such members of the Personnel as are not listed in Annex-2.
- b) Deleted
- c) any other action that is specified in this Agreement.

### **3.8. Reporting obligations**

The Consultant shall submit to the Authority the reports and documents specified in the Agreement, in the form, in the numbers and within the time periods set forth therein.

### **3.9. Documents prepared by the Consultant to be property of the Authority**

- 3.9.1 All plans, drawings, specifications, designs, reports and other documents (collectively referred to as "**Consultancy Documents**") prepared by the Consultant (or by any Third Party) in performing the Services shall become and remain the property of the Authority, and all intellectual property rights in such Consultancy Documents shall vest with the Authority. Any Consultancy Document, of which the ownership or the intellectual property rights do not vest with the Authority under law, shall automatically stand assigned to the Authority as and when such Consultancy Document is created and the Consultant agrees to execute all papers and to perform such other acts as the Authority may deem necessary to secure its rights herein assigned by the Consultant.

3.9.2 The Consultant shall, not later than termination or expiration of this Agreement, deliver all Consultancy Documents to the Authority, together with a detailed inventory thereof. The Consultant may retain a copy of such Consultancy Documents. The Consultant or a Third Party shall not use these Consultancy Documents for purposes unrelated to this Agreement without the prior written approval of the Authority.

3.9.3 The Consultant shall hold the Authority harmless and indemnified for any losses, claims, damages, expenses (including all legal expenses), awards, penalties or injuries (collectively referred to as 'claims') which may arise from or due to any unauthorised use of such Consultancy Documents, or due to any breach or failure on part of the Consultant or a Third Party to perform any of its duties or obligations in relation to securing the aforementioned rights of the Authority.

### **3.10. Equipment and materials furnished by the Authority**

Equipment and materials made available to the Consultant by the Authority shall be the property of the Authority and shall be marked accordingly. Upon Termination or Expiration of this Agreement, the Consultant shall furnish forthwith to the Authority, an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the instructions of the Authority. While in possession of such equipment and materials, the Consultant shall, unless otherwise instructed by the Authority in writing, insure them in an amount equal to their full replacement value.

### **3.11. Providing access to Project Office and Personnel**

The Consultant shall ensure that the Authority, and officials of the Authority having authority from the Authority, are provided unrestricted access to the Project Office, if any and to all Personnel during office hours. The Authority's official, who has been authorised by the Authority in this behalf, shall have the right to inspect the Services in progress, interact with Personnel of the Consultant and verify the records relating to the Services for his satisfaction

### **3.12. Accuracy of Documents**

The Consultant shall be responsible for accuracy of the data collected by it directly or procured from other agencies/authorities, the designs, drawings, estimates and all other details prepared by it as part of these services. Subject to the provisions of Clause 3.4, it shall indemnify the Authority against any inaccuracy in its work which might surface during implementation of the Project, if such inaccuracy is the result of any negligence or inadequate due diligence on part of the Consultant or arises out of its failure to conform to good industry practice. The Consultant shall also be responsible for promptly correcting, at its own cost and risk, the reports furnished under this agreement.

## 4. CONSULTANT'S PERSONNEL

### 4.1. General

The Consultant shall employ and provide such qualified and experienced Personnel as may be required to carry out the Services.

### 4.2. Deleted (Deployment of Personnel)

4.2.1 Deleted

4.2.2 Deleted

4.2.3 Deleted

### 4.3. Approval of Personnel

4.3.1 The Personnel listed in Annex-2 of the Agreement are hereby approved by the Authority. No other Personnel shall be engaged without prior approval of the Authority.

4.3.2 If the Consultant hereafter proposes to engage any person as additional Personnel, it shall submit to the Authority its proposal along with a CV of such person in the form provided at Appendix-I (**Form-11**) of the RFP. The Authority may approve or reject such proposal within **4 (Four) weeks** of receipt thereof. In case the proposal is rejected, the Consultant may propose an alternative person for the Authority's consideration.

### 4.4. Substitution of Key Personnel

The Authority expects all the Key Personnel specified in the Proposal to be available during implementation of the Agreement. The Authority will not consider any substitution of Key Personnel except under compelling circumstances beyond the control of the Consultant and the concerned Key Personnel. Such substitution shall be limited to not more than **4 (Four) Key Personnel** subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. Without prejudice to the foregoing, substitution of Key Personnel shall be permitted only upon reduction of payment equal to **0.5% of the Agreement Value** for every such substitution.

The Consultant should specifically note that substitution of the Team Leader will not normally be considered during the implementation of the Agreement and may lead to disqualification of the Applicant or termination of the Agreement.

### 4.5. Working hours, overtime, leave, etc.

The Personnel shall not be entitled to be paid for overtime nor shall take paid sick leave or vacation leave and the Consultant's remuneration be deemed to cover these items. All leave to be allowed to the Personnel is excluded from the man-days of service set forth in the Annex 2. Any taking of leave by any Personnel for a period exceeding **7 (Seven) days** shall be subject

to the prior approval of the Authority and the Consultant shall ensure that any absence on leave will not delay the progress and the quality of services.

#### **4.6. Team Leader**

The person designated as the Team Leader of the Consultant's Personnel shall be responsible for the coordinated, timely and efficient functioning of the Personnel.

#### **4.7. Deleted (Sub-Consultants)**

### **5. OBLIGATIONS OF THE AUTHORITY**

#### **5.1. Assistance in clearances, etc.**

Unless otherwise specified in the Agreement, the Authority shall make best efforts to ensure that the Government shall:

- (a) provide the Consultant and Personnel with work permits and such other documents as may be necessary to enable the Consultant or Personnel to perform the Services;
- (b) facilitate prompt clearance through customs of any property required for the Services; and
- (c) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

#### **5.2. Access to land and property**

The Authority warrants that the Consultant shall have, free of charge, unimpeded access to Project Site in respect of which access is required for the performance of Services; provided that if such access shall not be made available to the Consultant as and when so required, the Parties shall agree on (i) the time extension, as may be appropriate, for the performance of Services, and (ii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause 6.1.3.

#### **5.3. Changes in Applicable Law**

If, after the date of this Agreement, there is any change in the Applicable Laws with respect to taxes and duties which increases or decreases the cost or reimbursable expenses incurred by the Consultant in performing the Services, by an amount exceeding **2% (two per cent)** of the Agreement Value specified in Clause 6.1.2, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Agreement shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the aforesaid Agreement Value.

## 5.4. Payment

In consideration of the Services performed by the Consultant under this Agreement, the Authority shall make to the Consultant such payments and in such manner as is provided in Clause 6 of this Agreement.

## 6. PAYMENT TO THE CONSULTANT

### 6.1. Cost estimates and Agreement Value

- 6.1.1. An abstract of the cost of the Services payable to the Consultant is set forth in **Annex- 5** of the Agreement.
- 6.1.2. Except as may be otherwise agreed under **Clause 2.6** and subject to **Clause 6.1.3**, the payments under this Agreement shall not exceed the agreement value specified herein (the **"Agreement Value"**). The Parties agree that the Agreement Value is ₹ ..... (Rupees ..... only.)
- 6.1.3. Notwithstanding anything to the contrary contained in **Clause 6.1.2**, if pursuant to the provisions of **Clauses 2.6 and 2.7**, the Parties agree that additional payments shall be made to the Consultant in order to cover any additional works not envisaged in the cost estimates referred to in **Clause 6.1.1** above. Such additional works shall be undertaken only on prior approval by the Authority as per rates mutually agreed to. The Agreement Value set forth in **Clause 6.1.2** above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

### 6.2. Currency of payment

All payments shall be made in **Indian Rupees**.

### 6.3. Mode of billing and payment

Billing and payments in respect of the Services shall be made as follows:-

- a) Deleted (Mobilization Advance)
- b) The Consultant shall be paid for its services as per the Payment Schedule at **Annex-6** of this Agreement, subject to the Consultant fulfilling the following conditions:
  - i. No payment shall be due for a stage till the Consultant completes, to the satisfaction of the Authority (Approval of Deliverables by TTC), the work pertaining to that stage.
  - ii. The Authority shall pay to the Consultant, only the undisputed amount.
- c) The Authority shall cause the payment due to the Consultant to be made within 30 (thirty) days after the receipt by the Authority of duly completed bills with necessary particulars (the “**Due Date**”).
- d) The final payment under this Clause shall be made only after 15 days from the completion of the Project (determined by issuance of Provisional Completion Certificate<sup>5</sup>/Completion Certificate to the Contractor (s) by the Authority, whichever is earlier).
- e) Any amount which the Authority has paid or caused to be paid in excess of the amounts actually payable in accordance with the provisions of this Agreement shall be reimbursed by the Consultant to the Authority within 30 (thirty) days after receipt by the Consultant of notice thereof. Any such claim by the Authority for reimbursement must be made within **1 (one) year** after completion of the Project Clause 6.3 (d). Any delay by the Consultant in reimbursement by the due date shall attract simple interest @ **10% (Ten per cent)** per annum.
- f) 20% (Twenty per cent) of the Agreement Value has been earmarked for payment against Stage 5 (a) and 10% (Ten per cent) of the Agreement Value has been earmarked for payment against 5 (b). In the event, Notice Inviting Tenders (NIT) for the selection of Contractor (s) for the Project does not get published within 12 (Twelve) months of the Effective Date the payment against Stage 5(a) shall not become due to the Consultant. In the event, Agreement with the Contractor (s) for the Project does not get executed within 18 (Eighteen) months of the Effective Date, the payment against Stage 5(b) shall not become due to the Consultant.

## 7. LIQUIDATED DAMAGES & PENALTIES

### 7.1. Performance Security

#### 7.1.1. Deleted

- 7.1.2. The Consultant shall furnish a Bank Guarantee substantially in the form specified at **Annex-5** of this Agreement as performance security (the “**Performance Security**”), amounting to **5% (Five per cent)** of the Agreement Value, to be appropriated against breach of this Agreement or for recovery of liquidated damages as specified in for recovery of liquidated damages or any other dues as specified in Clause 7.2. The balance remaining out of the Performance Security shall be returned to the Consultant at the end of 1 (One) month after the expiry of this Agreement pursuant to Clause 2.4 hereof. For the avoidance of doubt, the parties hereto

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<sup>5</sup> The Provisional Completion Certificate is a document issued by the Authority to the Contractor (s) who has successfully completed all works included in the Scope of work, before the actual Completion Certificate as a TENTATIVE ONE FOR THE ORIGINAL.

expressly agree that in addition to appropriation of the amounts withheld hereunder, in the event of any default requiring the appropriation of further amounts comprising the Performance Security, the Authority may recover the same by way of deductions from any subsequent payments due and payable to the Consultant hereunder, in accordance with the provisions of this Agreement.

## **7.2. Liquidated Damages.**

### **7.2.1. Liquidated Damages for error / variation**

In case any error or variation is detected in the reports submitted by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the Consultant by way of deemed liquidated damages, subject to a maximum of 50% (fifty per cent) of the Agreement Value.

### **7.2.2. Liquidated Damages for delay**

In case of delay in completion of the Services, Liquidated Damages not exceeding an amount equal to 0.2% (zero point two per cent) of the Agreement Value per day, subject to a maximum of 10% (Ten per cent) of the Agreement Value shall be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time shall be granted.

### **7.2.3. Encashment and appropriation of Performance Guarantee**

The Authority shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Consultant in the event of breach of this Agreement or for recovery of Liquidated Damages or any dues specified in this Clause 7.2.

## **7.3. Penalty for deficiency in Services**

In addition to the Liquidated Damages not amounting to penalty, as specified in Clause 7.2, a warning may be issued to the Consultant for any minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Consultancy assignment, fulfilment of Consultancy objectives or on the reputation of the Authority, other penal action including debarring for a specified period may also be initiated as per policy of the Authority.

## **8. FAIRNESS AND GOOD FAITH**

### **8.1. Good Faith**

The Parties undertake to act in good faith with respect to each other's rights under this Agreement and to adopt all reasonable measures to ensure the realization of the objectives of this Agreement.

## **8.2. Operation of the Agreement**

The Parties recognize that it is impractical in this Agreement to provide for every contingency which may arise during the life of the Agreement, and the Parties hereby agree that it is their intention that this Agreement shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Agreement either Party believes that this Agreement is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause shall not give rise to a dispute subject to arbitration in accordance with Clause 9 hereof.

## **9. SETTLEMENT OF DISPUTES**

### **9.1. Amicable settlement**

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof.

### **9.2. Dispute resolution**

9.2.1. Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the “**Dispute**”) shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 9.3.

9.2.2. The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

### **9.3. Conciliation**

In the event of any Dispute between the Parties, either Party may call upon the Vice Chairman & Managing Director, INCAP and the Chairman of the Board of Directors of the Consultant or a substitute thereof for amicable settlement, and upon such reference, the said persons shall meet no later than 10 (Ten) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 10 (Ten) day period or the Dispute is not amicably settled within 15 (Fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (Thirty) days of the notice in writing referred to in Clause 9.2.1 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 9.4.

**9.4. Arbitration**

- 9.4.1. Any Dispute which is not resolved amicably by conciliation, as provided in Clause 9.3, shall be finally decided by reference to arbitration by an Arbitral Tribunal appointed in accordance with Clause 9.4.2. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the “**Rules**”), or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996. The venue of such arbitration shall be Vijayawada or the new capital of Andhra Pradesh and the language of arbitration proceedings shall be English.
- 9.4.2. Taking guidance from Permanent Machinery of Arbitrators Notification vide DPE O.M. No. DPE/4(10)/200, there shall be a sole arbitrator as may be designated by the **Government of Andhra Pradesh** from amongst the Directors and Head of Departments serving under it who shall follow the procedure as per Arbitration and Conciliation Act to pass and award.
- 9.4.3. The arbitrators shall make a reasoned award (the “**Award**”). Any Award made in any arbitration held pursuant to this Clause 9 shall be final and binding on the Parties as from the date it is made, and the Consultant and the Authority agree and undertake to carry out such Award without delay.
- 9.4.4. The Consultant and the Authority agree that an Award may be enforced against the Consultant and/or the Authority, as the case may be, and their respective assets wherever situated.
- 9.4.5. This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

**In WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed in their respective names as of the day and year first above written.**

SIGNED, SEALED AND DELIVERED

For and on behalf of **Consultant**:

(Signature)

(Name)

(Designation)

(Address)

(Fax No.)

(Email)

SIGNED, SEALED AND DELIVERED

For and on behalf of **Authority**:

(Signature)

(Name)

(Designation)

(Address)

(Fax No.)

(Email)

In the presence of:

1.

2.

**Annex-1: Terms of Reference**

**Terms of Reference**  
*(Refer Clause 3.1.2 of RFP)*

(Reproduce Schedule-1 of RFP)

**Annex-2: Deleted (Deployment of Personnel)**

**Deployment of Personnel**

*(Refer Clause 4.2)*

**Annex-3: Deleted (Estimate of Personnel Costs)**

**Estimate of Personnel Costs**

*(Refer Clause 4.2)*

**Annex-4: Deleted (Approved Sub-Consultant(s))**

**Approved Sub-Consultant(s)**

*(Refer Clause 4.7)*

**Annex-5: Cost of Services**

**Cost of Services**  
*(Refer Clause 6.1)*

(Reproduce as per Form-2 of Appendix-II)

**Annex-6: Payment Schedule**

**Payment Schedule**  
*(Refer Clause 6.3)*

(Reproduce as per Schedule I)

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**Annex-7: Bank Guarantee for Performance Security**

**Bank Guarantee for Performance Security**

*(Refer Clause 7.1.2)*

To

The Vice Chairman & Managing Director,  
Infrastructure Corporation of Andhra Pradesh Ltd.,  
#10-2-1, III Floor, FDC Complex,  
AC Guards, Hyderabad 500 028, India  
Telephone: +91-40-2332 1771/1772  
Email: incap@incap.co.in

In consideration of the Vice Chairman & Managing Director, INCAP acting on behalf of the Infrastructure Corporation of Andhra Pradesh Ltd (hereinafter referred as the “Authority”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s ....., having its office at ..... (hereinafter referred as the “Consultant” which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), vide the Authority’s Agreement no. .... Dated ..... valued at ₹ ..... (Rupees .....), (hereinafter referred to as the “Agreement”) Consultancy Services for [.....], and the Consultant having agreed to furnish a Bank Guarantee amounting to ₹..... (Rupees .....) to the Authority for performance of the said Agreement.

- 1 We, ..... (hereinafter referred to as the “Bank”) at the request of the Consultant do hereby undertake to pay to the Authority an amount not exceeding ₹ ..... (Rupees ..... ) against any loss or damage caused to or suffered or would be caused to or suffered by the Authority by reason of any breach by the said Consultant of any of the terms or conditions contained in the said Agreement.
- 2 We, ..... (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Authority stating that the amount/claimed is due by way of loss or damage caused to or would be caused to or suffered by the Authority by reason of breach by the said Consultant of any of the terms or conditions contained in the said Agreement or by reason of the Consultant’s failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding ₹ ..... (Rupees .....).
- 3 We, ..... (indicate the name of Bank) undertake to pay to the Authority any money so demanded notwithstanding any dispute or disputes raised by the Consultant in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Consultant shall have no claim against us for making such payment.
- 4 We, ..... (indicate the name of Bank) further agree that the Guarantee herein

contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Authority under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Authority certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Consultant and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before a period of 30 months (or Expiration of the Agreement, whichever is later) from the date of this Guarantee, we shall be discharged from all liability under this Guarantee thereafter.

- 5 We, ..... (indicate the name of Bank) further agree with the Authority that the Authority shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Consultant from time to time or to postpone for any time or from time to time any of the powers exercisable by the Authority against the said Consultant and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Consultant or for any forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Consultant or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.
- 6 This Guarantee will not be discharged due to the change in the constitution of the Bank or the Consultant(s).
- 7 We, ..... (indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Authority in writing.
- 8 For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to ₹ \*\*\* Lakhs (Rupees \*\*\*\*\* Lakhs) only. The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 2 hereof, on or before [\*\*\* (indicate date falling after 30 months i.e. the Expiration of the Agreement) after the date of this Guarantee].

For .....

Name of Bank: Seal of the Bank:

Dated, the ..... day of ....., 20

(Signature, name and designation of the authorized signatory)

**NOTES:**

- (i) The Bank Guarantee shall contain the name, designation and code number of the officer(s) signing the Guarantee.
- (ii) The address, telephone no. and other details of the Head Office of the Bank as well as of issuing Branch shall be mentioned on the covering letter of issuing Branch.

## SCHEDULE-3: GUIDANCE NOTE ON CONFLICT OF INTEREST

(See Clause 2.3.3)

### Guidance Note on Conflict of Interest

1. This Note further explains and illustrates the provisions of Clause 2.3 of the RFP and shall be read together therewith in dealing with specific cases.
2. Consultants shall be deemed to be in a conflict of interest situation if it can be reasonably concluded that their position in a business or their personal interest could improperly influence their judgment in the exercise of their duties. The process for selection of consultants shall avoid both actual and perceived conflict of interest.
3. Conflict of interest may arise between the Authority and a consultant or between consultants and present or future Consultancies/ contractors. Some of the situations that would involve conflict of interest are identified below:
  - (a) Authority and consultants:
    - (i) Potential consultant should not be privy to information from the Authority which is not available to others; or
    - (ii) Potential consultant should not have defined the project when earlier working for the Authority; or
    - (iii) Potential consultant should not have recently worked for the Authority overseeing the project.
  - (b) Consultants and contractors:
    - (i) Consultant should not have an ownership interest or a continuing business interest or an on-going relationship with a potential contractor save and except relationships restricted to project-specific and short-term assignments; or
    - (ii) Consultant should not be involved in owning or operating entities resulting from the project; or
    - (iii) Consultant should not bid for works arising from the project.

The participation of companies that may be involved as investors or consumers and officials of the Authority who have current or recent connections to the companies involved, therefore, needs to be avoided.

4. The normal way to identify conflicts of interest is through self-declaration by consultants. Where a conflict exists, which has not been declared, competing companies are likely to bring this to the notice of the Authority. All conflicts must be declared as and when the consultants become aware of them.
5. Another approach towards avoiding a conflict of interest is through the use of “Chinese walls” to avoid the flow of commercially sensitive information from one part of the consultant’s company to another. This could help overcome the problem of availability of limited numbers of experts for the project. However, in reality effective operation of “Chinese walls” may be a difficult proposition. As a general rule, larger companies will be more capable of adopting Chinese walls approach than smaller companies. Although, “Chinese walls” have been relatively common for many years, they are an increasingly discredited means of avoiding conflicts of interest and should be considered with caution. As a rule, “Chinese walls” should be considered as unacceptable and may be accepted only in exceptional cases upon full disclosure by a consultant coupled with provision of safeguards to the satisfaction of the Authority.
6. Another way to avoid conflicts of interest is through the appropriate grouping of tasks. For example, conflicts may arise if consultants drawing up the terms of reference or the proposed documentation are also eligible for the consequent assignment or project.
7. Another form of conflict of interest called “scope–creep” arises when consultants advocate either an unnecessary broadening of the terms of reference or make recommendations which are not in the best interests of the Authority but which will generate further work for the consultants. Some forms of contractual arrangements are more likely to lead to scope-creep. For example, lump-sum contracts provide fewer incentives for this, while time and material contracts provide built in incentives for consultants to extend the length of their assignment.
8. Every project contains potential conflicts of interest. Consultants shall not only avoid any conflict of interest, they shall report any present/ potential conflict of interest to the Authority at the earliest. Officials of the Authority involved in development of a project shall be responsible for identifying and resolving any conflicts of interest. It shall be ensured that safeguards are in place to preserve fair and open competition and measures shall be taken to eliminate any conflict of interest arising at any stage in the process.

## APPENDICES

## APPENDIX – I: TECHNICAL PROPOSAL FORMS

(See Clause 2.1.3)

## Form-1: Letter of Proposal

(See Clause 2.1.3 & 2.16.3)

(On Applicant's letter head)

(Date and Reference)

### To

The Vice chairman & managing director,  
Infrastructure Corporation of Andhra Pradesh Ltd. (INCAP),  
# 10-2-1, III Floor, FDC Complex,  
AC Guards, Hyderabad – 500 028, AP. INDIA  
Email: incap@incap.co.in

Sub: Selection of Architectural, Engineering and Service Designs Consultant for Development of NRT ICON Project in New Capital Amaravati Region, Andhra Pradesh

Dear Sir,

1. With reference to your RFP Document dated ....., I/we, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection as Consultant for [\_\_\_\_\_]. The proposal is unconditional and unqualified.
2. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
3. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Project.
4. I shall make available to the Transaction Advisor/Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
5. I acknowledge the right of the Transaction Advisor/Authority to reject our Proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. I declare that:
  - a) I have examined and have no reservations to the RFP Documents, including any Addendum issued by the **Transaction Advisor**;
  - b) I do not have any conflict of interest in accordance with Clause 2.3 of the RFP Document;
  - c) I have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice,

- as defined in Clause 4.3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
- d) I hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Applicants in accordance with Clause 2.8 of the RFP document.
9. I/We declare that we/any member of the consortium, are/is not a Member of a/any other Consortium applying for Selection as a Consultant.
10. I certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.
11. I further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
12. I further certify that \_\_\_\_\_ number of technical employees are on rolls in the Sole Firm/Consortium. A list of technical employees is enclosed in the Technical Proposal.
13. I certify that we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority or charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.
14. I further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/ employees.
15. I hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Transaction Advisor/Authority [and/ or the Government of India] in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above mentioned Project.
16. The Bid Security of ₹ \*\*\*\*\* (Rupees \*\*\*\*\* ) in the form of a Demand Draft/Bank Guarantee is attached, in accordance with the RFP document. The Proposal Processing Fee of ₹ \*\*\*\*\* (Rupees \*\*\*\*\* ) in the form of a Demand Draft is also attached, in accordance with the RFP document.
17. I agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our proposal is not opened or rejected.
18. I agree to keep this offer valid for **180 (One Hundred and Eighty)** days from the Proposal Due Date specified in the RFP.

19. A Power of Attorney in favour of the authorized signatory to sign and submit this Proposal and documents is attached herewith in Form-4.
20. In the event of my/our Firm/ Consortium being selected as the Consultant, I agree to enter into an Agreement in accordance with the form at Schedule–2 of the RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
21. I have studied RFP and all other documents carefully. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Transaction Advisor or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.
22. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall constitute the Proposal which shall be binding on us.
23. I agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, I submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully,

(Signature, name and designation of the authorized signatory)  
(Name and seal of the Applicant/Lead Member)

**Form-2: Particulars of the Applicant**

(See Clause 2.1.3 &amp; 2.16.3)

1.1	<b>Title of Consultancy:</b> Selection of Architectural, Engineering and Service Designs (AESD) Consultant for Development of NRT ICON Project in New Capital Amaravati Region, Andhra Pradesh
1.2	<b>Title of Project:</b> NRT ICON Project in New Capital Amaravati Region, Andhra Pradesh
1.3	<b>State whether applying as Sole Firm or Lead Member of a consortium:</b>  Sole Firm or Lead Member of a Consortium
1.4	State the following: <b>Name of Company or Firm:</b>  Legal status (e.g. incorporated private company, unincorporated business, partnership, etc.):  Country of incorporation:  Registered address:  Year of Incorporation:  Year of commencement of business:  Principal place of business:  Brief description of the Company including details of its main lines of business  Name, designation, address and phone numbers of authorized signatory of the Applicant:  Name:  Designation:  Company:  Address:  Phone No.:  Fax No. :  E-mail address:

1.5	<p>If the Applicant is Lead Member of a consortium, state the following for each of the other Member Firms:</p> <ul style="list-style-type: none"> <li>i. Name of Firm:</li> <li>ii. Legal Status and country of incorporation</li> <li>iii. Registered address and principal place of business</li> </ul>
1.6	<p>For the Applicant, state the following information:</p> <p>(i) Does the Applicant or any of the Members in case of a Consortium have a registered office in India? Yes/No</p> <p>If so, provide the office address (es) in India.</p> <p>(ii) Has the Applicant or any of the Members in case of a consortium been penalized by any organization for poor quality of work or breach of contract in the last three years? Yes/No</p> <p>(iii) Has the Applicant/Member ever failed to complete any work awarded to it by any public authority/entity in last five years? Yes/No</p> <p>(iv) Has the Applicant or any of the Members in case of a consortium been blacklisted by any Government department/Public Sector Undertaking in the last five years? Yes/No</p> <p>(v) Has the Applicant or any of its members suffered bankruptcy/insolvency in the last five years? Yes/No</p> <p><b>Note: If answer to any of the questions at (ii) to (v) is yes, the Applicant is not eligible for this consultancy assignment.</b></p>
1.7	<p>Does the Applicant's firm/company (or any member of the consortium) combine functions as a consultant or adviser along with the functions as a contractor and/or a manufacturer? Yes/No</p> <p>If yes, does the Applicant (and other Member of the Applicant's consortium) agree to limit the Applicant's role only to that of a consultant/ adviser to the Authority and to disqualify themselves, their Associates/ affiliates, subsidiaries and/or parent organization subsequently</p>

	<p>from work on this Project in any other capacity?</p> <p style="text-align: right;">Yes/No</p>
<p>1.8</p>	<p>Does the Applicant’s firm intend to borrow or hire temporarily, personnel from contractors, manufacturers or suppliers for performance of the Consulting Services?</p> <p style="text-align: right;">Yes/No</p> <p>If yes, does the Applicant agree that it will only be acceptable as Consultant, if those contractors, manufacturers and suppliers disqualify themselves from subsequent execution of work on this Project (including tendering relating to any goods or services for any other part of the Project) other than that of the Consultant?</p> <p style="text-align: right;">Yes/No</p> <p>If yes, have any undertakings been obtained (and annexed) from such contractors, manufacturers, etc. that they agree to disqualify themselves from subsequent execution of work on this Project and they agree to limit their role to that of consultant/ adviser for the Authority only?</p> <p style="text-align: right;">Yes/No</p> <p style="text-align: center;">(Signature, name and designation of the authorized signatory)</p> <p style="text-align: right;">For and on behalf of .....</p>

### **Form-3: Statement of Legal Capacity**

(See Clause 2.1.3 & 2.16.3)

(To be forwarded on the letter head of the Applicant)

Ref. Date:

To,

The Vice Chairman & Managing Director,  
Infrastructure Corporation of Andhra Pradesh,  
#10-2-1, 3rd floor, FDC Complex,  
AC Guards, Hyderabad – 500028  
Telephone: +91-40-2332 1771/1772  
Facsimile: +91-40-2332 1773  
Email: incap@incap.co.in

Dear Sir,

**Sub: RFP for Selection of Architectural, Engineering and Service Designs Consultant for Development of NRT ICON Project in New Capital Amaravati Region, Andhra Pradesh**

I/We hereby confirm that we, the Applicant (along with other members in case of consortium, constitution of which has been described in the Proposal\*), satisfy the terms and conditions laid down in the RFP document.

I/We have agreed that .....(insert Applicant's name) will act as the Lead Member of our consortium.

I/We have agreed that ..... (insert individual's name) will act as our Authorized Signatory/ will act as the Authorized Signatory of the firm on our behalf and has been duly authorized to submit our Proposal. Further, the authorized signatory is vested with requisite powers to furnish such proposal and all other documents, information or communication and authenticate the same.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

For and on behalf of.....

**Form-4: Power of Attorney**

(See Clause 2.1.3, 2.2.6 & 2.16.3)

Know all men by these presents, we, ..... (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr. / Ms..... son/daughter/wife and presently residing at ....., who is presently employed with us and holding the position of ..... as our true and lawful attorney (hereinafter referred to as the **“Authorized Signatory”**) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and as the Consultant for providing **Architectural, Engineering and Service Designs Consultant for Development of NRT ICON Project in New Capital Amaravati Region, Andhra Pradesh** proposed to be developed by the Andhra Pradesh Non Resident Telugu Society (the “APNRT Society”) including but not limited to signing and submission of all Applications/Forms, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Transaction Advisor, representing us in all matters before the Authority/Transaction Advisor, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority/Transaction Advisor in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the Authority.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized Signatory pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorized Signatory in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, ..... THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF .....,2017

For .....

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Notarised

Accepted

.....

(Signature, name, designation and address of the Attorney)

Notes:

*The mode of execution of the Power of Attorney shall be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same shall be under common seal affixed in accordance with the required procedure. The Power of Attorney shall be executed on a non-judicial stamp paper of ₹ 100 (one hundred) and duly notarized by a notary public.*

*Wherever required, the Applicant shall submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.*

*For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, Applicants from countries that have signed the Hague Legislation Convention 1961 need not get their Power of Attorney legalized by the Indian Embassy if it carries a conforming Appostille certificate.*

**Form-5: Financial Capacity of the Applicant**

(To be filled by the Applicant)

(Refer Clause 2.2.2 (B) &amp; 2.2.3)

S. No.	Financial Year	Annual Income (Rs. in Crore)/US \$ in million)^
1	2014-15	
2	2015-16	
3	2016-17	

Certificate from the Statutory Auditor<sup>6</sup>

This is to certify that ..... (Name of the Applicant) has received the payments shown above against the respective years on account of professional fees.

Name of the audit firm:

Seal of the audit firm

Date:

(Signature, name and designation of the authorized signatory)

**Note:** Please do not attach any printed Annual Financial Statement.

^ For the purposes of evaluation of Proposal, INR. 60 (Rupees Sixty) per US\$ shall be considered as the applicable currency conversion rate.

<sup>6</sup> In case the Applicant does not have a statutory auditor, it shall provide the certificate from its Chartered Accountant that ordinarily audits the annual accounts of the Applicant.

**Form-6: Particulars of Key Personnel**

(Refer Clause 2.2.2 (D) 3.1.4)

S. No.	Position of Key Personnel	Name	Educational Qualification	Length of Professional Experience	Present Employment		No. and title of Eligible Assignments#
					Name of Firm	Employed Since	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1.	Chief Architect/Team Leader						
2.	Senior Architect						
3.	Structural Engineer						
4.	Infrastructure Engineer (Public Health Engineer)						
5.	Civil Engineer						
6.	Landscape Architect						
7.	Electrical Engineer						
8.	Mechanical Engineer						
9.	HVAC Expert						
10.	ICT & Safety / Security systems Expert						
11.	Interior Designer						
12.	Urban Planner						
13.	Energy Efficiency and Sustainable Architecture Expert						
14.	Acoustical Consultant						
15.	Firefighting Expert						

#Refer Form 9 of Appendix I

**#Eligible Assignments*****A Comprehensive Architectural Design Consultancy project with BUA of at least 0.6 million sq. ft. (the "Eligible Assignment")******(or)******A Comprehensive Architectural Design Consultancy project with project cost equal to or more than INR. 400 crore (the "Eligible Assignment")***

**Form-7: Proposed Methodology and Work Plan**

The proposed methodology and work plan shall be described as follows:

1. Understanding of ToR (be specific and do not reproduce the Terms of Reference detailed in the RFP)

The Applicant shall clearly state its understanding of the TOR and also highlight its important aspects. The Applicant may supplement various requirements of the TOR and also make precise suggestions if it considers this would bring more clarity and assist in achieving the Objectives laid down in the ToR.

2. Methodology and Work Plan

The Applicant shall submit its methodology for carrying out this assignment, outlining its approach toward achieving the objectives laid down in the TOR with elements covering those mentioned in **Schedule -1** Terms of Reference. The Applicant shall submit a brief write up on its proposed team and organization of personnel explaining how different areas of expertise needed for this assignment have been fully covered by its proposal.

3. Presentation

During the process of evaluation of the Technical Proposal, the Applicant will be required to make a presentation on its Proposal covering implementation approach & methodology, Key Personnel, relevant experience, etc. The date, time and venue of the presentation will be intimated individually at a later date.

**Form-8: Abstract of projects of the Applicant for Minimum Eligibility (Technical Capacity)/Technical Evaluation<sup>7</sup>**

(Refer Clauses 2.2.2 and 3.1.3)

S. No.	Name of Project*	Project Activity (Residential, retail, office, etc.)	Location of the project (Place, Country)	Name of Client	Estimated capital cost of Project (in Rs. crore/US\$ million)	Project Built Up Area (in million sq.ft.)	Height of the building (in metres) & No. of Floors	Month/Year of completion of the Project
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
1								
2								
3								
4								

The Applicant shall provide details of only those projects that have been undertaken by it under its own name. Applicant shall provide the following details for the evaluation.

- Work Order from the Client/Owner/Employer
- Project cost certified by Statutory Auditor<sup>s</sup>
- Completion Certificates from the Client /Owner/Employer or completion certified by Statutory Auditor<sup>s</sup>
- The Applicants shall also furnish the photographs and other documents pertinent to the projects which can establish the height of the structures for which Project Experience is being claimed.

For the purposes of evaluation of Proposal, INR. 60 (Rupees Sixty) per US\$ shall be considered as the applicable currency conversion rate.

\*The names and chronology of Projects included here should conform to the project wise details submitted in **Form-10 of Appendix-I**.

<sup>7</sup> The Applicant should provide details of only those projects that have been undertaken by under its own name

§In case the Applicant does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Applicant.

**Note:** The Applicant may attach separate sheets to provide brief particulars of other relevant experience of the Applicant

**Form-9: Abstract of Eligible Assignments of Key Personnel@**

(Refer Clause 3.1.4)

Name of Key Personnel:

Name of Firm:

Designation:

Proposed role of the Key Personnel in the Consultancy (Refer Schedule – I (ToR));

S.No.	Name of Assignment *	Name of Client	Estimated capital cost of Assignment (in Rs. cr./ US\$ million)	Project Built up area (in million sq.ft)	Designation of the Key Personnel on the assignment	Brief of scope delivered by the Key Personnel	Month and year of completion of scope in the Assignment
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1							
2							
3							
4							

@ Use separate Form for each Key Personnel.

\* The names and chronology of projects included here shall conform to details submitted in Form-6 of Appendix-I.

**Note:** The Applicant may attach separate sheets to provide brief particulars of other relevant experience of the Key Personnel.

### Form-10: Assignments of Applicant for Minimum Eligibility (Technical Capacity) and Technical Evaluation

(Refer Clause 2.2.2 & 3.1.3)

Name of Applicant:	
Name of the Assignment:	
Project Location (Country)	
Project activity (Residential, retail, office, etc.)	
Project Built Up Area (in million sq.ft.)	
Estimated capital cost of Project (in Rs. crore/US\$ million)	
Height of the building (in metres) & No. of Floors	
Description of services performed by the Applicant firm:	
Name of client and Address: (Indicate whether government or PSU or private entity)	
Start date and finish date of the services (month/ year): (month/ year):	
Brief description of the Project:	

#### Notes:

1. Use separate sheet for each Project.
2. The Applicant may attach separate sheets to provide brief particulars of other relevant experience of the Applicant.
3. For the purposes of evaluation of Applicants, INR. 60 (Rupees Sixty) per US\$ shall be considered as the applicable currency conversion rate.
4. Applicant to provide the following Details
  - a. Completion Certificates from the Client; or
  - b. Work Order with completion certified by Statutory Auditor

**Form-11: Eligible Assignments of Key Personnel**

(Refer Clause 3.1.3 &amp; 3.1.4)

1	Name of Key Personnel	
2	Designation of Key Personnel	
3	Name of the Project	
4	Project size (proposed built up area in million sq.ft)	
5	Estimated project cost (INR. Crore)	
6	Project activity (residential, commercial, office, etc.)	
7	Description of services performed by the Key Personnel (including designation)	
8	Name of client and Address: (indicate whether public or private)	
9	Start and end date of the services (month/year)	
10	Brief description of the Project	

Place.....

(Signature and name of the Key Personnel)

(Signature and name of the authorized signatory of the Applicant)

**Notes:**

1. Use separate sheet for each Eligible Project.
2. The Applicant may attach separate sheets to provide brief particulars of other relevant experience of the Key Personnel.
3. Exchange rate for conversion of US \$ shall be as per Clause 1.7.1.

**Form-12: Curriculum Vitae (CV) of Personnel**

(Refer Clause 3.1.3 & 3.1.4)

- 1. Proposed Position:
- 2. Name of Personnel:
- 3. Date of Birth:
- 4. Nationality:
- 5. Educational Qualifications: (With degree, institution and year of completion)
- 6. Employment Record: (Starting with present position, list in reverse order every employment held.)
- 7. List of **eligible assignments** on which the Personnel has worked

Name of the Project:	
Project size (proposed built up area in million sq.ft.)	
Estimated project cost (INR. Crore)	
Project activity (residential, commercial, office, etc.)	

Certification:

- 8. I am willing to work on the Project and I will be available for entire duration of the Project assignment as required.
- 9. I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications and my experience.

Place.....

(Signature and name of the Key Personnel)

(Signature and name of the authorized signatory of the Applicant)

Notes:

- 1. Use separate form for each Key Personnel
- 2. The names and chronology of assignments included here shall conform to the project-wise details submitted in Form-9 of Appendix-I.
- 3. CV shall be signed by both the Personnel concerned and by the Authorized Signatory of the Applicant firm.

## **Form-13: Deleted (Deployment of Key Personnel)**

## **Form-14: Deleted (Survey and Field Investigations)**

**Form-15: Deleted (Proposal for Sub-Consultant(s))**

**Form-16: Power of Attorney for Lead Member of Consortium**

*(Refer Clause 2.13.3)*

Whereas the ..... (“the Transaction Advisor”) has invited Proposals from interested parties for the ..... Project (the “Project”). Whereas, ....., ....., ..... and ..... (collectively the “Consortium”) being Members of the Consortium are interested in submitting Proposal for the Consultancy in accordance with the terms and conditions of the Request for Proposal (RFP) and other connected documents in respect of the Selection Process for the Consultancy, and whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s Proposal for the Consultancy and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, ..... having our registered office at ....., M/s. .... having our registered office at ....., M/s. .... having our registered office at ....., and ..... having our registered office at ....., (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorise M/S ..... having its registered office at ....., being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”). We hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Project, during the execution of the Consultancy and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the prequalification of the Consortium and submission of its Proposal for the Consultancy, including but not limited to signing and submission of all Applications/Forms for the Proposal and other documents and writings, accept the Letter of Award, participate in pre-proposal conferences, respond to queries, submit information/ documents, sign and execute Agreement and undertakings consequent to acceptance of the Proposal of the Consortium and generally to represent the Consortium in all its dealings with the Authority/Transaction Advisor, and/or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s Proposal for the Consultancy and/ or upon award thereof till the Agreement is entered into with the Authority.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ..... 2....

For .....  
(Signature)

.....  
(Name & Title)

For .....  
(Signature)

.....  
(Name & Title)

For .....  
(Signature)

.....  
(Name & Title)

Witnesses:

- 1.
- 2.

.....  
(Executants)

(To be executed by all the Members of the Consortium)

## APPENDIX – II: FINANCIAL PROPOSAL FORMS

### FINANCIAL PROPOSAL

## Form -1: Covering Letter

(Refer Clause 2.16.3)

(On Applicant's letter head)

(Date and Reference)

### To

The Vice Chairman & Managing Director,  
Infrastructure Corporation of Andhra Pradesh Ltd. (INCAP),  
# 10-2-1, III Floor, FDC Complex,  
AC Guards, Hyderabad – 500 028. A.P. INDIA  
Telephone: +91-40-2332 1771/1772  
Email: incap@incap.co.in

Dear Sir,

Sub: RFP for Selection of Architectural, Engineering and Service Designs Consultant  
for Development of NRT ICON Project in New Capital Amaravati Region of  
Andhra Pradesh –Financial Proposal

I/We, \_\_\_\_\_ (Applicant's name) herewith enclose the Financial Proposal for selection of my firm  
as Consultant for above.

I/We agree that this offer shall remain valid for a **period of 180 (One Hundred and Eight) days** from  
the Proposal Due Date or such further period as may be mutually agreed upon.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

Note: The Financial Proposal is to be submitted strictly as per forms given in the RFP.

**Form-2: Financial Proposal**

(Refer Clause 2.16.3)

Project Name: Selection of Architectural, Engineering and Service Designs Consultant for Development of NRT ICON Project in New Capital Amaravati Region of Andhra Pradesh

Item No.	Description	Amount(₹) INR. ONLY
A.	<b>BASIC COST OF SERVICES</b> <b>(excluding Service Tax/Goods and Services Tax)</b> In Indian Rupees in words: Rupees _____ _____ only	
B.	<b>SERVICE TAX/ GOODS AND SERVICES TAX *</b>	
C.	<b>TOTAL COST OF THE CONSULTANCY (A+B) (including Service Tax/ Goods and Services Tax)</b> In Indian Rupees in words: Rupees _____ _____ only	

\*Service Taxes/ Goods and Services Tax will be as per prevailing law

**Note:**

- No escalation on any account will be payable on the above amounts during the currency of the agreement.
- The financial evaluation shall be based on the above Financial Proposal. The basic cost in Item A shall, therefore, be the amount for purposes of evaluation.
- The basic cost of services quoted shall be inclusive of all taxes (except Service Tax/Goods and Services Tax), incidentals, overheads, printing and binding of reports, expenditure related to presentations to be made during the execution of the assignment, boarding and lodging, travelling expenses, sundries, all other items involving expenditure for execution of this assignment.
- All payments shall be made in Indian Rupees and shall be subject to applicable Indian laws withholding taxes if any.
- The Selected Consultant shall be the first ranked Applicant (having the highest combined score).
- Any other charges not shown here are considered to have been included in the above costs.
- The applicable Service Tax/Goods and Services Tax will be paid by Authority administering this consultancy assignment as per the bills submitted by the consultant.
- In case Authority administering this consultancy assignment decides to abandon the Project for any reason, the payment of the consultant shall be restricted up to the Stage the services

have actually been provided by the Consultant. Fee structure and payment terms shall remain strictly as indicated above.

9. The payments shall be made to the Consultant after approval of the deliverables by Technical & Tender Committee/Authority administering this consultancy assignment
10. Post approval of the Deliverables, the Consultant shall submit the Invoice (in duplicate) along with advance stamp receipt for the Payment against the approved Deliverables.
11. The above quoted fee shall include all expenses and out of pocket expenses, etc. to be incurred by the Consultant to complete the assignment.
12. Wherever required by applicable laws, Authority Administering this consultancy assignment shall deduct taxes at source, from the amounts payable, and shall provide to the Consultant the appropriate tax deduction certificate evidencing payment of such taxes.

I agree that this offer will be subject to the Terms & Conditions mentioned in the RFP.

Yours faithfully,

(Signature, name and designation of the authorised signatory)

(Name and seal of the Applicant)

### **Form-3: Deleted (Estimate of Personnel Costs)**

## APPENDIX- III: COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE

### COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE

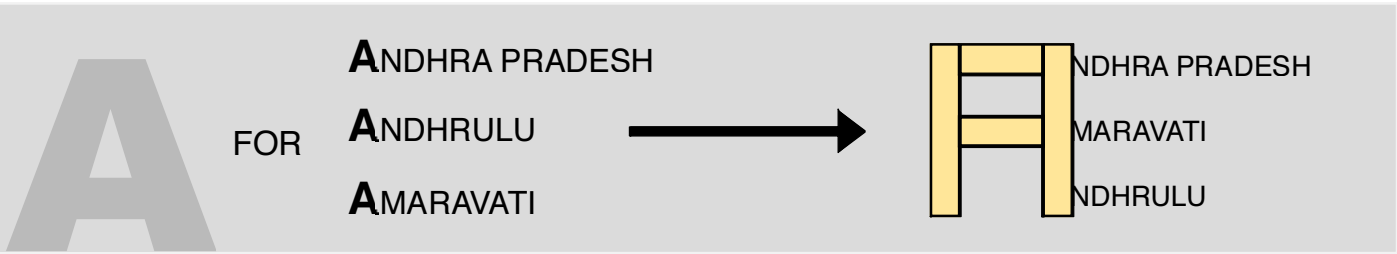
Comments and suggestions on the Terms of Reference that could improve the quality/effectiveness of the assignment;

{Improvements to the Terms of Reference, if any}

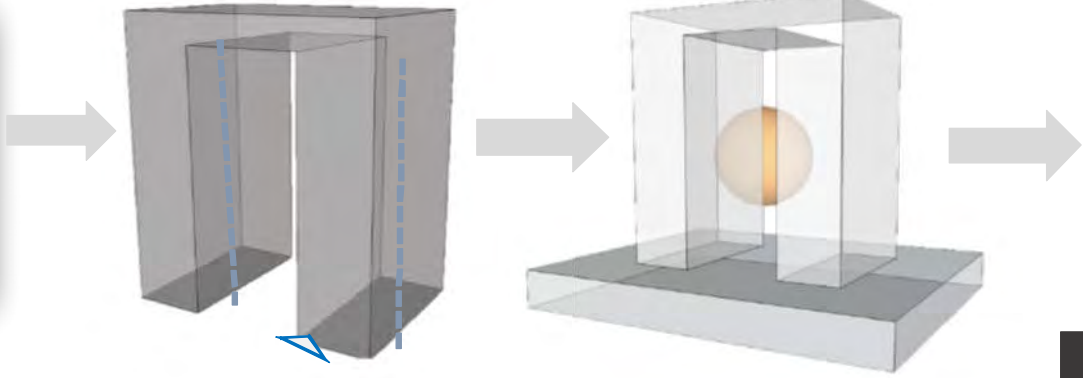
## APPENDIX- IV: DRAFT CONCEPTUAL PLAN OF NRT ICON PROJECT

**NRT - ICON TOWER**  
APNRT

# CONCEPT EVOLUTION

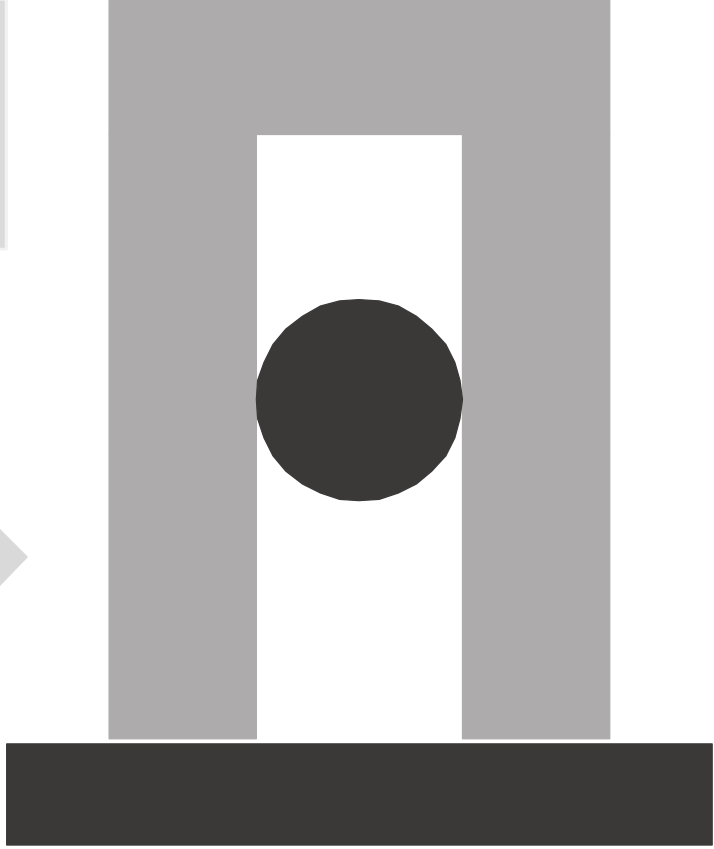


World Economy to Be handled by A



Massing & Central Void

Insertion Of Globe

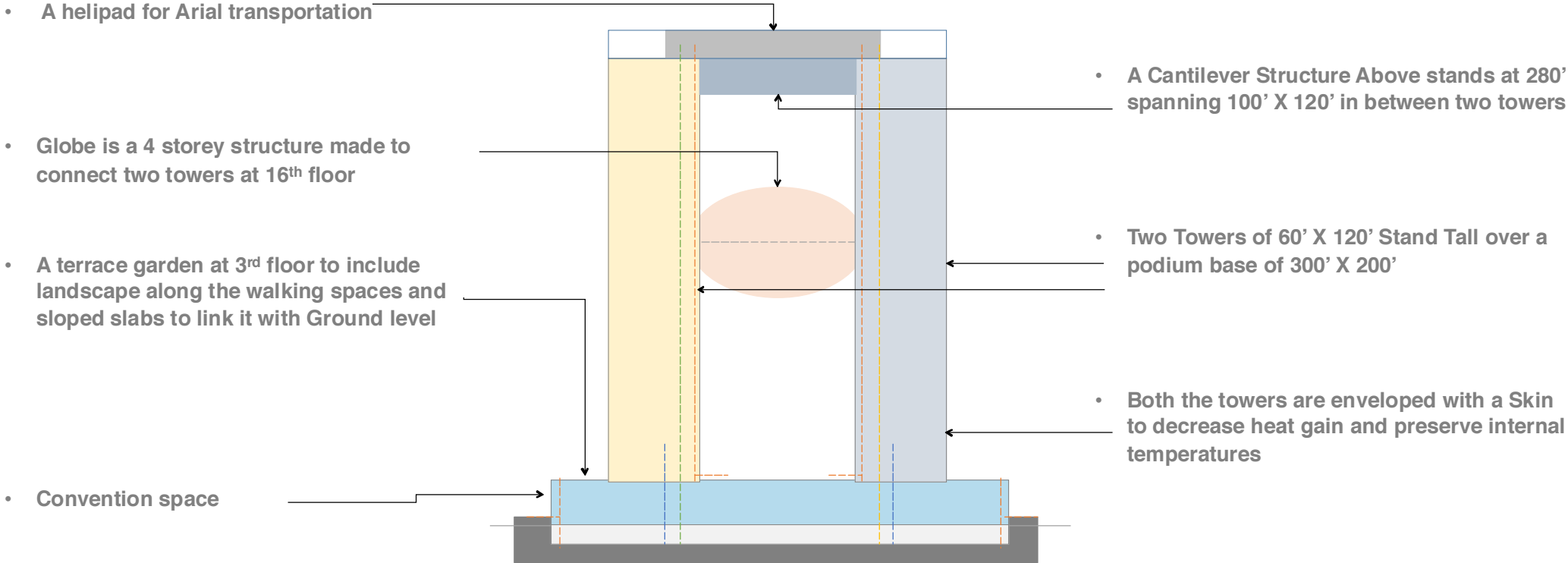


'A' Holding the Globe

## **KEY FACTORS IN BUILDING CHARACTER TO FORM**

- Proposed Space is developed as an Iconic Structure and be part of Cities Panoramic Skyline
- Built space is part of APCRDA, Core Capital front development and promote Tourist interest
- Acts as a Magnet in promoting Financial District Infrastructure Internationally
- More than a Lakh Square feet of Office space
- 27 Floors of Residential space with all amenities and facilities for high standard living
- Recreational areas including Spa's, health gyms, indoor play areas and an open deck with infinity pool
- World class meeting spaces for International delegation
- A retail space with high esteemed brands and food courts to promote diverse cuisines
- A money exchange and travel info desk

# KEY STRUCTURAL FEATURES

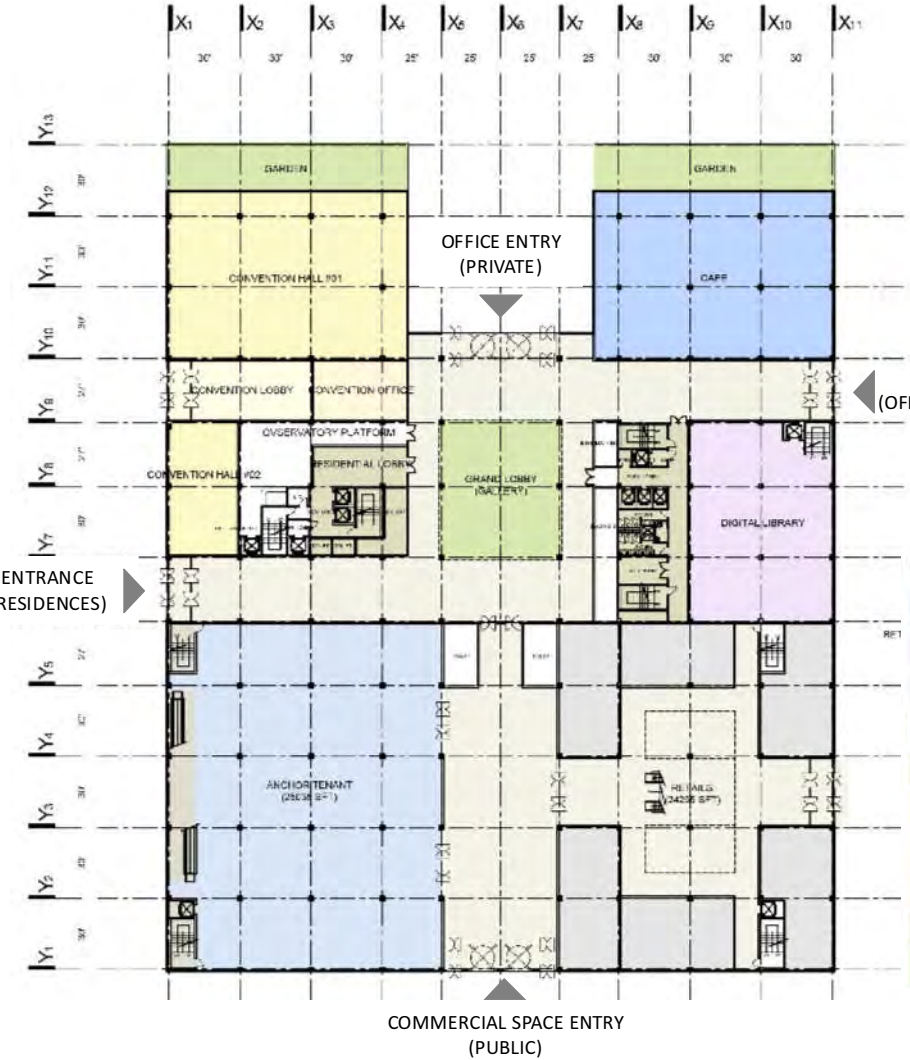




# GROUND FLOOR

A grand foyer welcomes people into a naturally lit central atrium. The wall of fame being the central attraction leads one to different programs of the building.

The two separate entrances for the residence and office spaces gives privacy to the regular users.



- LEGEND:**
- ANCHOR TENANT
  - DIGITAL LIBRARY
  - RETAILS
  - CAFE
  - SERVICES
  - CONVENTION HALL
  - CONVENTION LOBBY
  - CONVENTION OFFICE
  - RESIDENTIAL LOBBY
  - GARDEN



LOBBY



INDOOR LANDSCAPE



CENTRAL ATRIUM



RETAIL SPACE



CONVENTION CENTER

# FIRST FLOOR

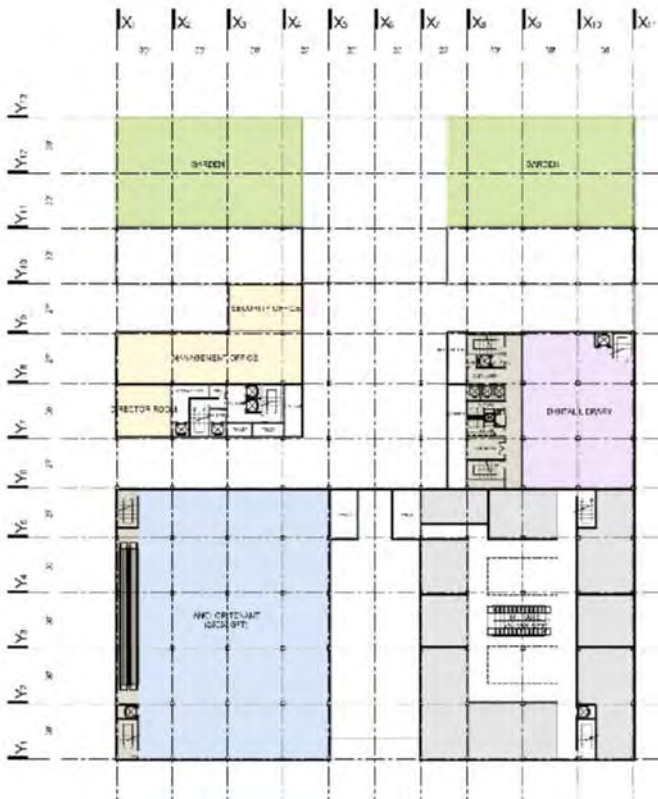
First Floor nests a Food lounge with kiosks and seating spaces on one side and an interactive Digital Library on the other side along with building administrative offices. The rest of the area gives double height void spaces to the central lobby and convention spaces.



DIGITAL LIBRARY WITH READING SPACES



FOOD COURTS AND SEATING



# TYPICAL FLOOR <2~12 F>

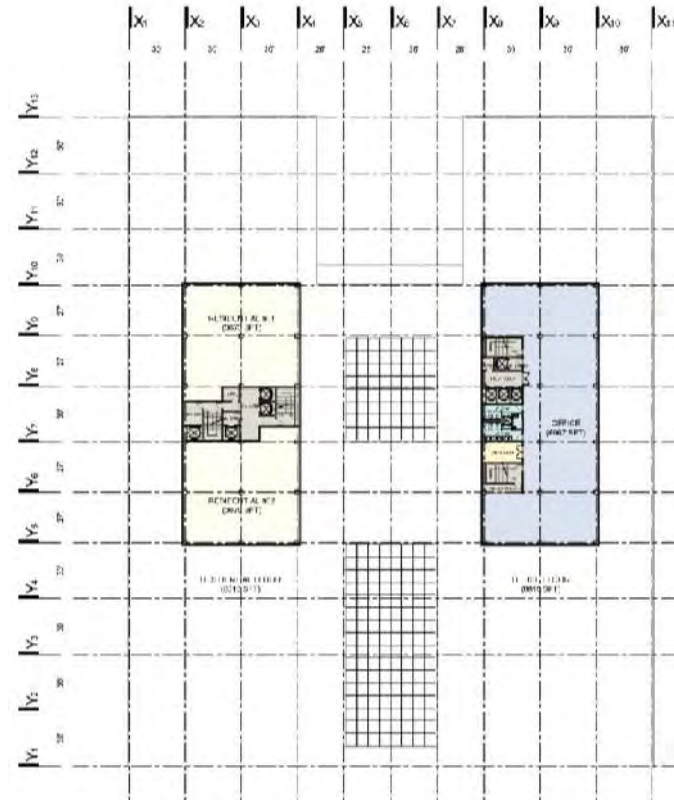
2~12 floors of Residential and Office spaces arise as two identical towers with dedicated vertical transit cores, every functional space is given prominence of ventilation, Vastu, and orientation



OFFICE SPACE



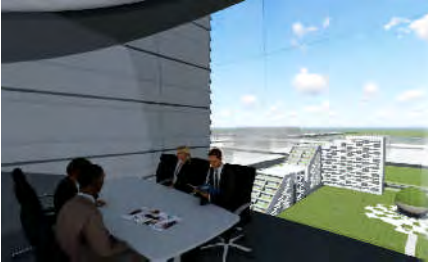
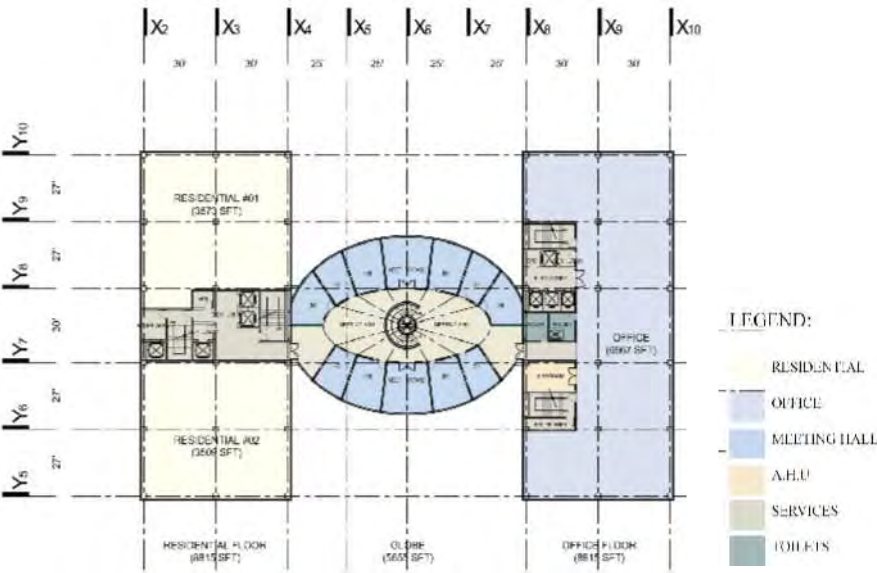
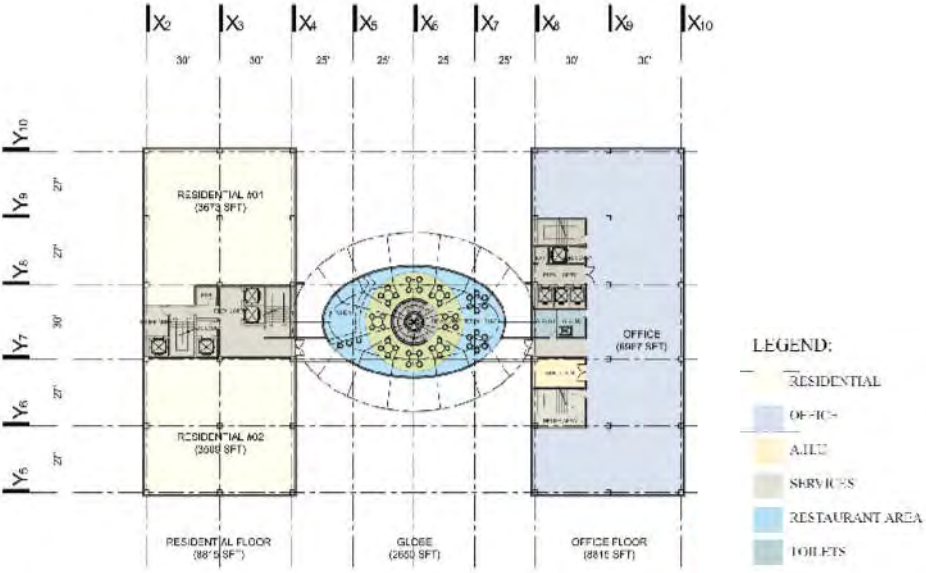
RESIDENCE INTERIOR



# FLOORS AT GLOBE <13~16 F>

## CONNECTING FLOORS & ROTATING RESTAURANT

Globe has four floors and connects two towers at 14~15th floor and opens to Meetings Spaces at connecting floor, atop rests a Rotating Restaurant, Incubation space for Start-ups below and a monitoring room for LED Screening at lowest floor.



MEETING ROOMS



ROTATING RESTAURANT

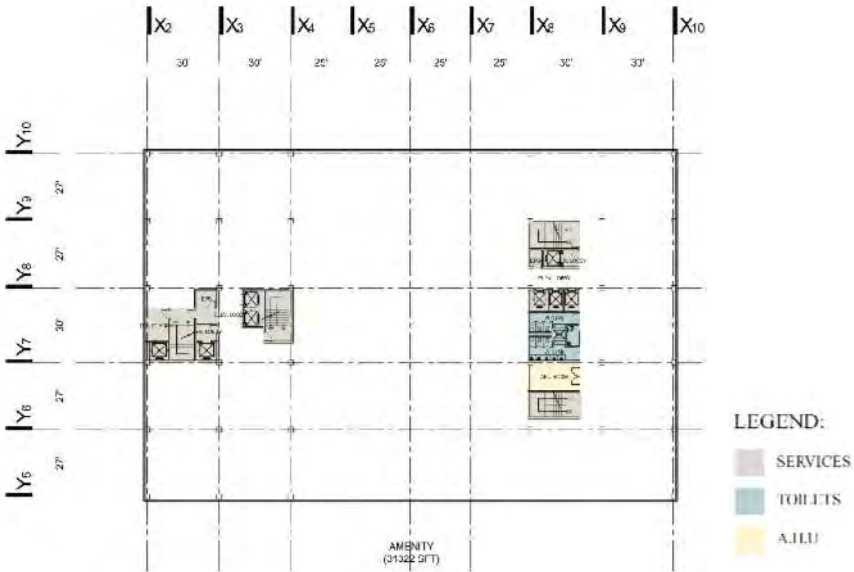
# TYPICAL FLOORS <17~22 F>

17~22 floors of Residential and Office spaces as two identical towers with dedicated vertical transit cores, every functional space is given prominence of ventilation, Vastu, and orientation



# TYPICAL FLOORS <23~25 F>

23~25 floors of PREMIER Office spaces and Club House with facilities like Multi-functional halls, theatre, libraries, cafeteria, health center and community spaces with a promising view of Amaravathi on 360degrees.

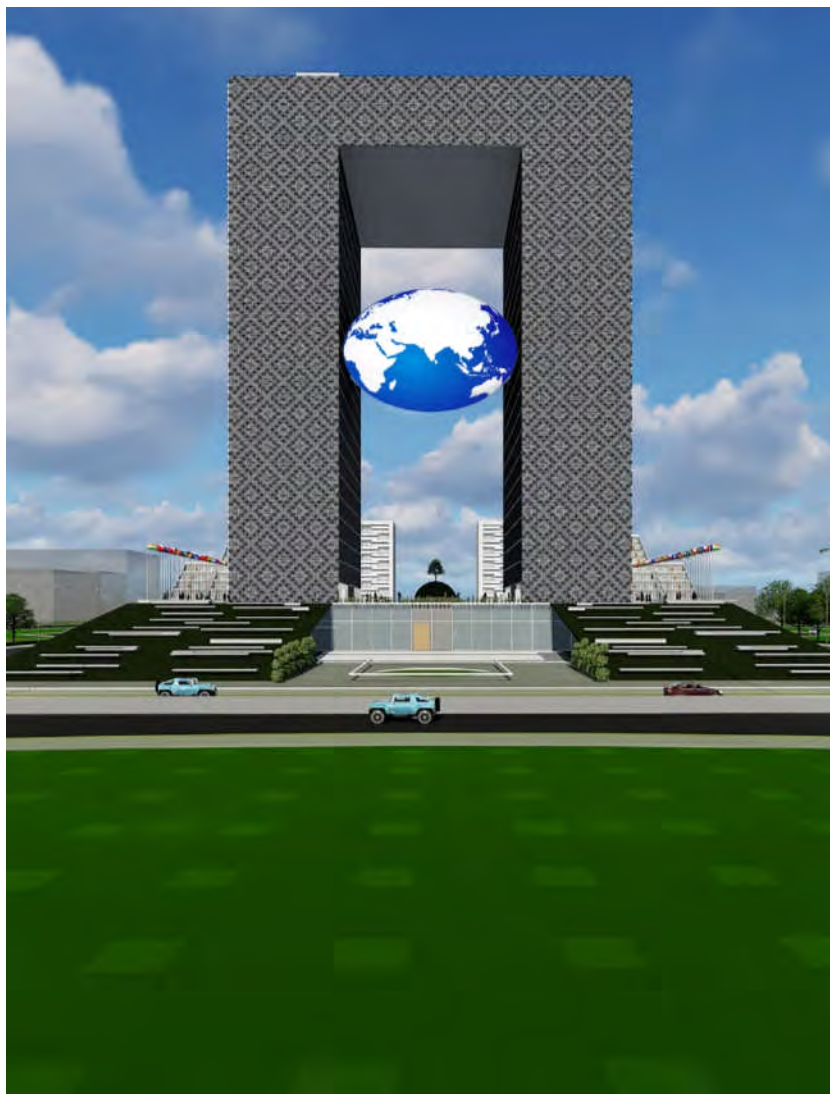
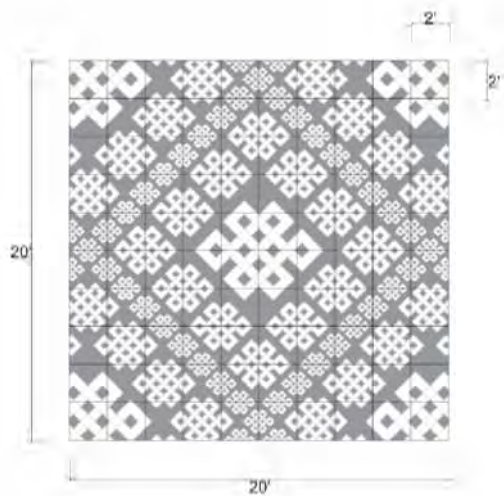


VIEW FROM RESIDENCE

VIEW FROM SKY LOUNGES

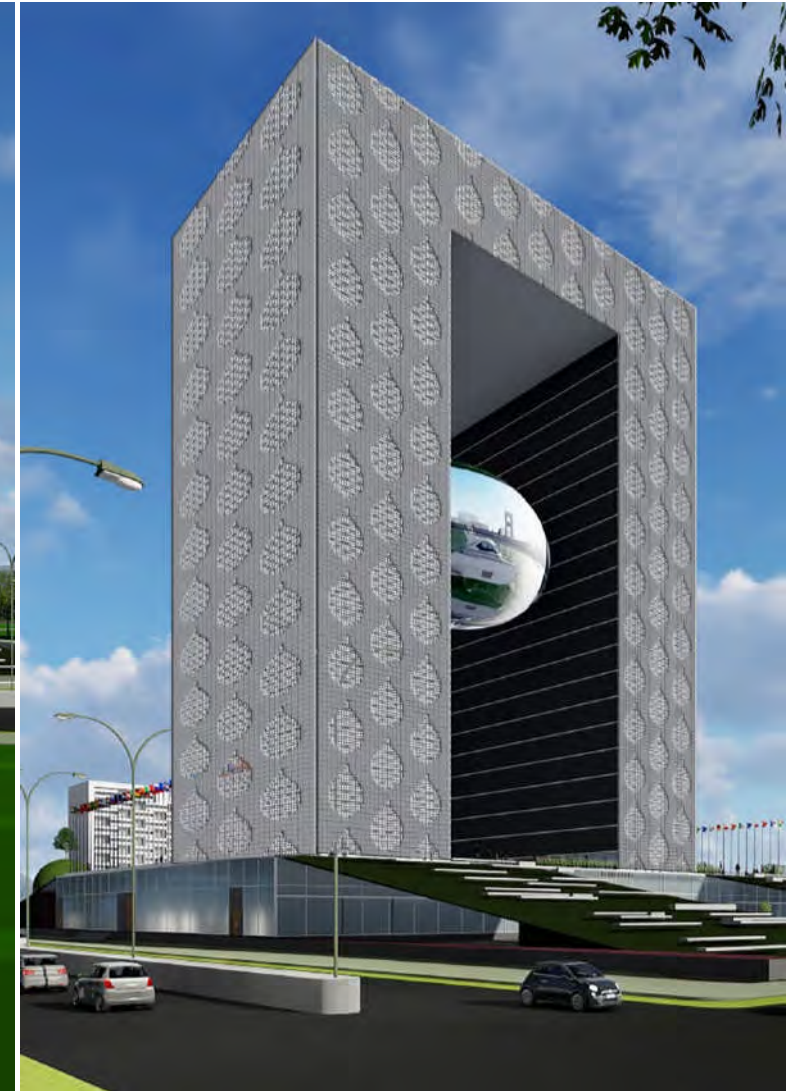
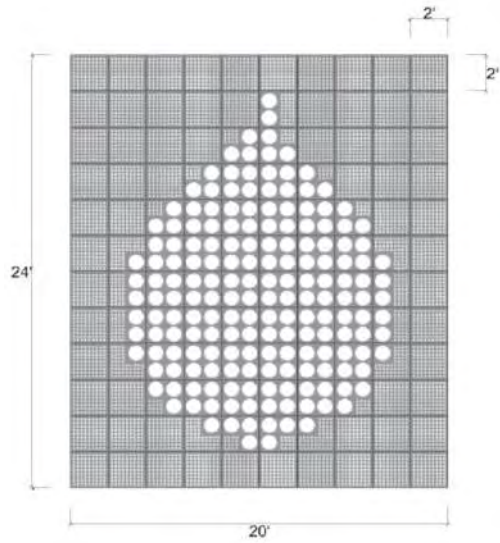
STUDY  
ELEVATION <|>

RAISE



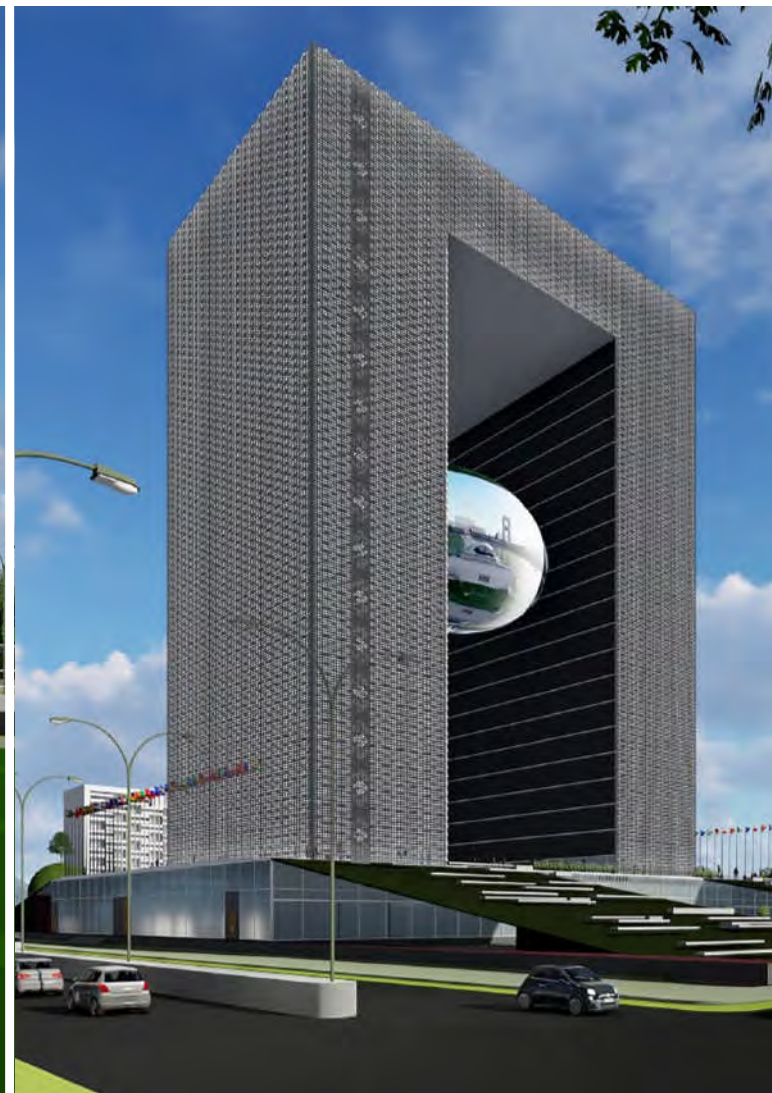
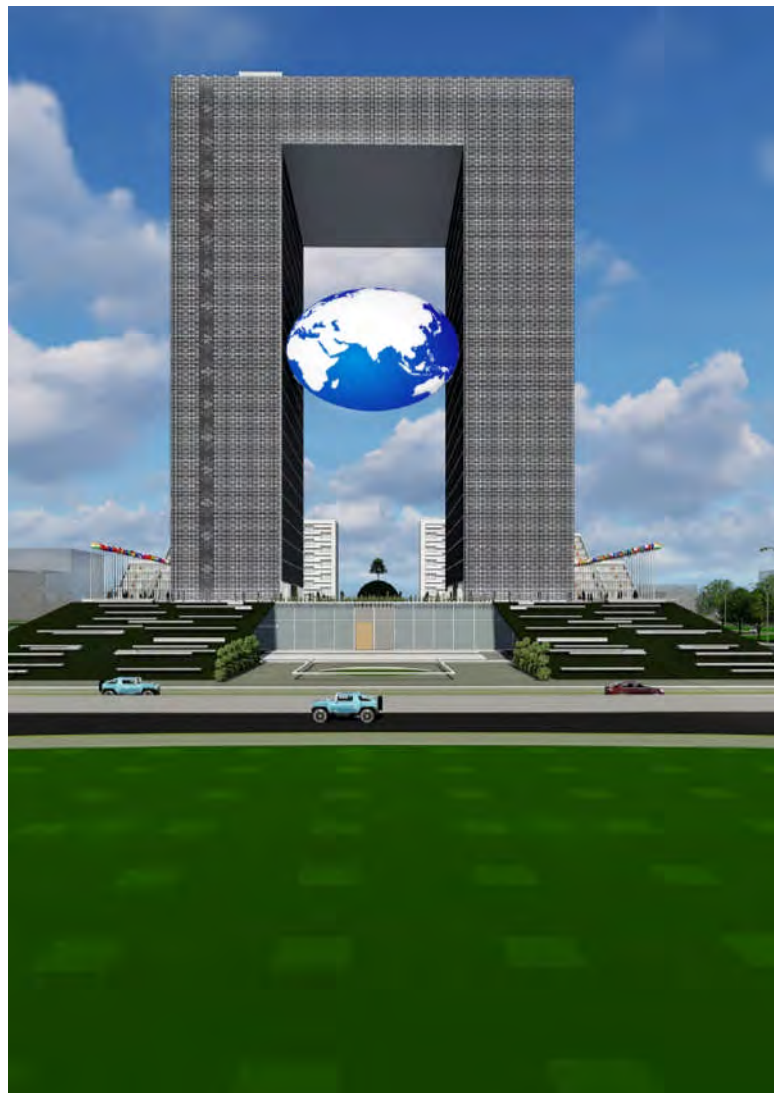
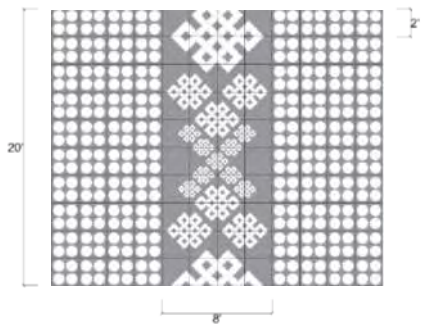
STUDY  
ELEVATION <II>

AWAKE

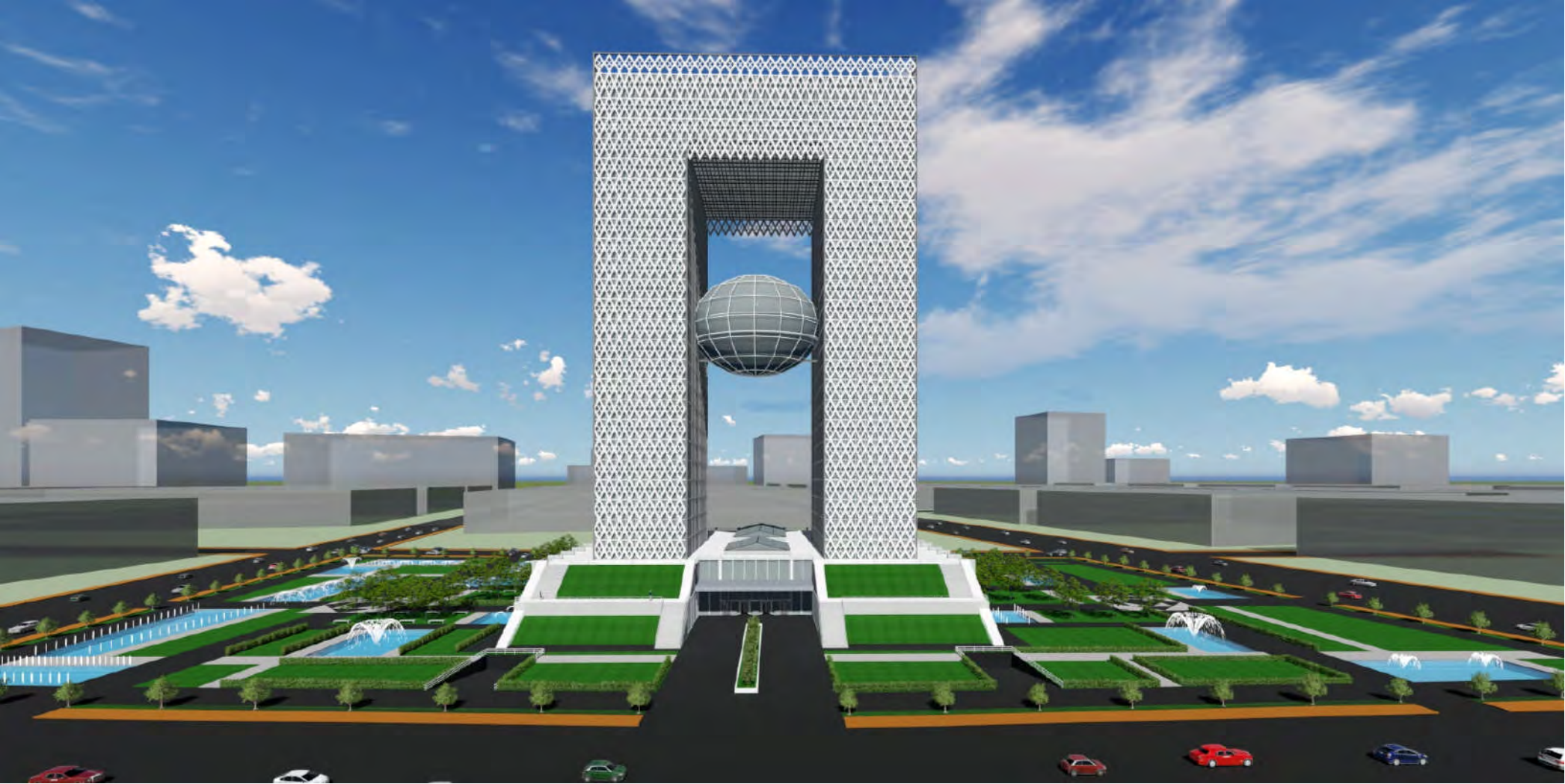


STUDY  
ELEVATION <III>

BALANCE



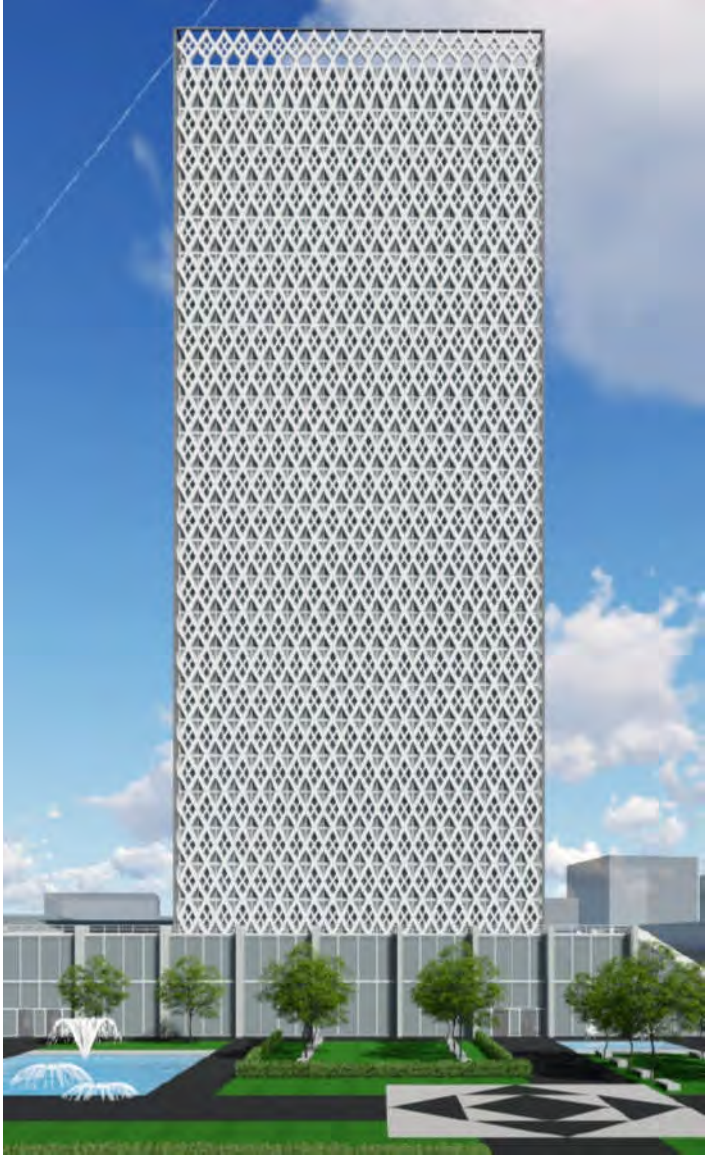
FINAL VIEWS



FINAL VIEWS



FINAL VIEWS



FINAL VIEWS



# SUSTAINABLE ENVIRONMENT

## 4 E's

- Energy
- Ecology
- Environment
- Economy

For **LOW CARBON FOOT PRINT**

- **LEED & GRIHA** Ratings
- Building Envelop, Day Light and Glass Optimisation Studies



## 3 R's

- Reduce
- Reuse
- Recycle

For **ZERO WATER DISCHARGE**



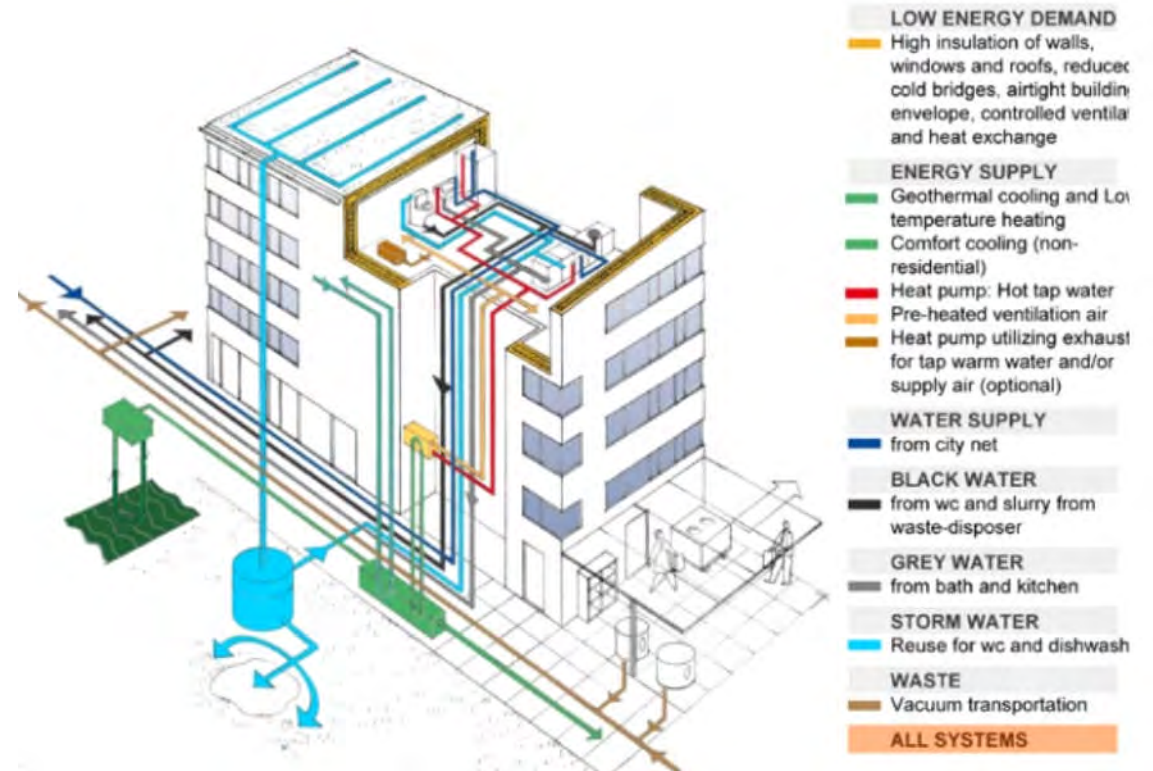
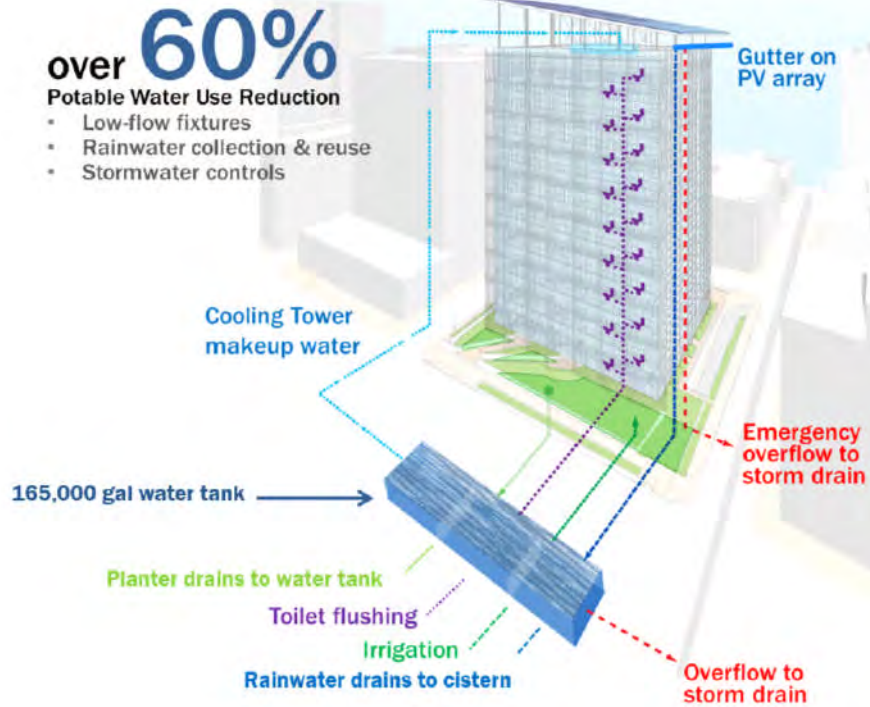
## SUSTAINABLE PARAMETERS:

1. ENERGY
2. ECOLOGY
3. ENVIRONMENT
4. ECONOMY

# 4 E's

## LOW CARBON FOOTPRINT

**RAINWATER REUSE SYSTEM**



**RESPONSIBILITY PARAMETERS:**

1. REDUCE
  2. REUSE
  3. RECYCLE
- 3 R's**

**ZERO WATER DISCHARGE DESIGN**

# LEED/ GRIHA RATING BUILDING

## PASSIVE DESIGN STUDY

**Know Your Location/Climate**

**Climate Data**

**Feasibility Study of Passive Strategies for the Location**

**Explore Passive Strategies**

**Feasibility Study of Passive Strategy for the Proposed Building**

**Explore Passive Strategies**

**Design and Develop Passive Strategy**

**Design and Develop Passive Strategy**

**Verification of finalised passive strategy**

**Verify Performance**

## ENERGY EFFICIENT COOLING SYSTEM STUDY

**Know Your Location**

**Climate Data**

**Know Your Building Load Pattern**

**Heat Gain Analysis**

**Explore Possible Cooling System**

**Cost Payback Analysis**

**Judge if your investment will pay back**

**Design for Finalised System**

**Design the System**

**Design Verification**

**Know how your Design will function**

## DAY LIGHT STUDY

**Finalise SHAPE of the Building**

**Shape**

**Finalise Right Amount of Glass**

**Class Percentage**

**Improve Daylight**

**Identification of Daylight Improvement Options**

**Improve Daylight**

**Cost and Payback Analysis**

**Payback Period**

**Evaluate Performance**

**Confirm Performance**

## GLASS OPTIMIZATION STUDY

**Finalize Orientation**

**Orientation**

**Balance Solar Gain and Daylight and Optimize Glass Percentage**

**Balance Daylight and Heat Gain**

**Achieve Good Shading Of Glass Surface**

**Shading Devices For Glass**

**Achieve Good Shading for Building Elements**

**Shading Devices For Building**

**Mutual Shading & Heat Island Effect Study**

**Heat Island Effect**

## BUILDING ENVELOPE STUDY

**Finalize Orientation**

**Orientation**

**Prioritize Improvement Elements**

**Heat Gain Profile**

**Finalize Wall, Roof and Glass Options**

**Wall, Roof and Glass selection**

**Finalize Envelope Combinations**

**Most Efficient Envelope Combination**

**Energy Consumptions and Reductions**

**Energy Consumption**

**Cost & Payback Analysis**

**Payback & Profit**

# BUILDING PROGRAM



*Convention space*



*Retail Spaces*



*Office Spaces*

- Infrastructure of international standard with global architectural impression
- Digital Library space with wide collection of e-books and interactive learning space
- Huge Convention space for exhibitions, promotions and events
- Incubation space for Start-Ups who want use as office space and funding
- Recreational hub with eminent facilities
- Promotes itself as magnet in attracting Tourists and boost tourist activity
- A large multi facility open gathering space



*Residences with view*



*Digital Library*



*Infinity Pool with City view<sup>21</sup>*

# NRT ICON **AREA BREAK UP**

# AREA CALCULATION

NRT ICON AREA STATEMENTS		DT- 2017.05.03
SITE AREA <10 ACRES OF LAND>	SFT	4,35,600
GROUND COVERAGE	SFT	92,060
BUILT UP AREA <PARKING EXCLUDED>	SFT	6,23,330
FSI		1.43

BROAD AREA CATEGORY	NOTE	BUA	PARKING AREA REQUIREMENT	
Residential Space	All floors residential	2,16,437	33%	71,424.21
Office Space	All floors office spaces	1,85,115	66%	1,22,175.9
Retail Space	Retail including cafe and digital library	97,475	66%	64,333.5
Amenities space	Conventional Hall and 24~25th floor activities included	1,24,302	44%	54,692.88
		<b>6,23,329</b>		<b>3,12,626</b>
<b>TOTAL BUILT UP AREA</b>				<b>9,35,955</b>

**NOTE:**

1. Parking areas are calculated per GO 168
2. Office space is considered with the standards of IT typology
3. All the Services <MEP, STP, DG...etc.,> are part of Parking area.

# AREA CALCULATION <BREAK UP>

S.NO	SUBJECT	ACTIVITIES	AREAS		REMARKS
			PER UNIT	GROSS AREA	
1	<b>Ground floor area</b> <common spaces included>	Anchor Tenant		20,678	
		Retail Tenants		20,678	
		Conventional Hall		11,540	
		Cafe		7,230	
		Digital library		5,230	
		Semi open Green spaces		4,120	
		Residential Lobby		11,760	
		Office Lobby		10,825	
		<b>Total Area</b>		<b>92,061</b>	
2	<b>First floor area</b> <common spaces and services included>	Anchor Tenant		17,506	
		Retail Tenants		17,506	
		Management office		6,803	
		Digital library and services		8,647	
		<b>Total Area</b>		<b>50,462</b>	
3	<b>Typical floor &lt;2~12 F&gt;</b> <common spaces and services included>	Residential Floor <3,675 X 2 units + Services>	8,815	96,965	
		Office Floor <6,967 + Services>	8,815	96,965	Area for 11 floors
		<b>Total Area</b>		<b>1,93,930</b>	

# AREA CALCULATION <BREAK UP>

S.NO	SUBJECT	ACTIVITIES	AREAS		REMARKS
			PER UNIT	GROSS AREA	
4	<b>Central Globe floors &lt;13~16 F&gt;</b> <common spaces and services included>	Residential Floor <3,675 X 2 units + Services>	8,815	35,260	
		Office Floor <6,967 + Services>	8,815	35,260	Area for 4 floors
		14 & 15 Globe area <5,655 SFT>	5,655	11,310	
		13 & 16 Globe area <2,650 SFT>	2,650	5,300	Area for 2 floors
		<b>Total Area</b>		<b>87,130</b>	
5	<b>Typical floor &lt;17~22 F&gt;</b> <common spaces and services included>	Residential Floor <3,675 X 2 units + Services>	8,815	52,890	
		Office Floor <6,967 + Services>	8,815	52,890	Area for 6 floors
		<b>Total Area</b>		<b>1,05,780</b>	
6	<b>Typical floor &lt;23~25 F&gt;</b> <b>VIP Residence</b> <common spaces and services included>	VIP residence <23>	31,322	31,322	Area for one floor
		Amenities <24~25>	31,322	62,644	Area for 2 floors
		<b>Total Area</b>		<b>93,966</b>	

## AREA CALCULATION <BREAK UP>

S.NO	SUBJECT	ACTIVITIES	PER UNIT	AREAS		REMARKS
				GROSS AREA		
	<b>BROAD AREA CATEGORY</b>			<b>BUA</b>	<b>PARKING AREA REQUIREMENT</b>	
	Residential Space	All floors residential		2,16,437	33%	71,424.21
	Office Space	All floors office spaces		1,85,115	66%	1,22,175.9
	Retail Space	Retail including cafe and digital library		97,475	66%	64,333.5
	Amenities space	Conventional Hall and 24~25th floor activities included		1,24,302	44%	54,692.88
7				<b>6,23,329</b>		<b>3,12,626</b>
	<b>TOTAL BUILT UP AREA</b>					<b>9,35,955</b>

**NOTE:**

1. Parking areas are calculated per GO 168
2. Office space is considered with the standards of IT typology
3. All the Services <MEP, STP, DG...etc.,> are part of Parking area.



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